CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY/
WEST COVINA COMMUNITY SERVICES FOUNDATION

DECEMBER 16, 2025, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Letty Lopez-Viado
Mayor Pro Tem Ollie Cantos
Councilwoman Rosario Diaz
Councilman Brian Gutierrez
Councilman Tony Wu

Please turn off all cell phones and other electronic devices prior to entering the Council Chambers

AMERICANS WITH DISABILITIES ACT
The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at a Council meeting, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8am to 5pm Monday through Thursday. Please call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL
Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE
The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

PUBLIC COMMENTS
ADDRESSING THE CITY COUNCIL

Any person wishing to address the City Council on any matter listed on the agenda, excluding any matter set for a public hearing, or on any other matter within their jurisdiction must complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk prior to the commencement of Oral Communications. No speaker cards will be accepted after the commencement of Oral Communications, except at the discretion of the Presiding Officer.

Please identify on the speaker card whether you are speaking on an agenda item or non-agenda. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. Comments are limited to three (3) minutes per speaker, unless modified by the Presiding Officer or the City Council.

Any testimony or comments regarding a matter set for a public hearing will be heard during the hearing.

While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the meeting, including, but not limited to, speaking off topic, speaking beyond the speaker's allotted time limit, making slanderous or profane remarks or using loud, threatening, or abusive language which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. The City of West Covina will not tolerate harassment based upon a person's race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, gender, sexual orientation, or age.

RULES OF DECORUM
Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY DECEMBER 16, 2025, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Rajan Zed

PLEDGE OF ALLEGIANCE
Led by Councilman Gutierrez

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

ORAL COMMUNICATIONS - Three (3) minutes per speaker
Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CITY MANAGER'S REPORT
City Manager's report on current City projects.

CONSENT CALENDAR
All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

ORDINANCES FOR ADOPTION - Procedural Waiver. *Waive full reading of each ordinance on the agenda and authorize the approval of each ordinance by title only.*

CITY CLERK'S OFFICE

CITY MANAGER'S OFFICE

1) CONSIDERATION OF THE WEST COVINA COMMUNITY SERVICES FOUNDATION FISCAL YEAR 2024-2025 ANNUAL REPORT

It is recommended that the Board of Directors of the West Covina Community Services Foundation receive and file this report.

2) CONSIDERATION OF AN AMENDMENT TO THE SOLID WASTE AGREEMENT WITH ATHENS SERVICES

It is recommended that the City Council:

1. Approve the proposed Amendment No. 12 to the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables with Arakelian Enterprises, Inc. dba Athens Services; and
2. Authorize the Acting City Manager to execute Amendment No. 12, in such final form as approved by the City Attorney.

3) CONSIDERATION OF CITY WASTE CAPACITY AND SUSTAINABILITY AGREEMENT BETWEEEN THE CITY AND ATHENS SERVICES

It is recommended that the City Council approve the City Waste Capacity and Sustainability Agreement between the City and Arakelian Enterprises, Inc. dba Athens Services, in such final form as approved by the City Attorney.

4) CONSIDERATION OF CHANGING ORDER OF BUSINESS FOR REGULAR CITY COUNCIL MEETINGS

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2025-103 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CHANGING THE ORDER OF BUSINESS FOR REGULAR CITY COUNCIL MEETINGS

5) REVIEW OF REQUEST FOR PROPOSAL FOR THE DEL NORTE PARK IMPROVEMENTS & DOG PARK PROJECT - PROJECT NO. 24001

Staff recommends that the City Council authorize the Public Works Department to issue a formal Request for Proposals (RFP) for the Del Norte Park Improvements & Dog Park Project-Project No. 24001.

COMMUNITY DEVELOPMENT

6) CONSIDERATION OF CONSTRUCTION AGREEMENT AND BUDGET AMENDMENT FOR SOUTHSIDE SEWER REPLACEMENT - PROJECT NO. C24005

It is recommended that the City Council take the following actions:

1. Waive the minor irregularities in the bid submitted by We R Builders and award the construction agreement for the Southside Sewer Replacement (Project No. C24005) to We R Builders as the lowest responsible bidder.
2. Authorize the Acting City Manager to execute an agreement with We R Builders for $2,921,000.00, in such final form as approved by the City Attorney.
3. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions.
4. Authorize the City Manager to negotiate and execute any amendments and/or change orders to the agreement within the approved contingency amount.
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).
6. Adopt the following resolution:

RESOLUTION NO. 2025-100 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE

FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (SOUTHSIDE SEWER REPLACEMENT)

7) CONSIDERATION OF CONSTRUCTION AGREEMENT FOR CITYWIDE SIDEWALK, CURB & GUTTER REPAIR FY 25-26 - PROJECT NO. 26010/26013

It is recommended that the City Council take the following actions:

1. Award the construction agreement for the Citywide Sidewalk, Curb & Gutter Repair FY 25-26 Project (Project No. 26010/26013) to F.S. Contractors, Inc. as the lowest responsible bidder.
2. Authorize the Acting City Manager to execute an agreement with F.S. Contractors, Inc. for $311,886.00, in such final form as approved by the City Attorney.
3. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions.
4. Authorize the City Manager to negotiate and execute any amendments and/or change orders to the agreement within the approved contingency amount.
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

FINANCE DEPARTMENT

8) CONSIDERATION OF ADOPTING BUDGET AMENDMENT

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2025-92 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (BA 2026-13)

PUBLIC WORKS

9) REVIEW OF THE REQUEST FOR PROPOSALS (RFP) FOR THE LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, ARTERIALS, RIGHT OF WAYS, COMMERCIAL ZONES, SIDEWALKS, TREE WELLS AND OTHER AREAS

Staff recommends that the City Council authorize the Public Works Department to issue a formal Request for Proposals (RFP) for Medians Landscape Maintenance Services to obtain competitive proposals for landscape maintenance of citywide medians, arterials, rights-of-way, commercial zones, sidewalks, tree wells, and other areas to include routine maintenance, irrigation management, and beautification of medians throughout the City.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

COMMUNITY DEVELOPMENT

10) FISCAL YEAR 2025-26 CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

It is recommended that the City Council receive and file the Fiscal Year 2025-26 Capital Improvement Program (CIP) project status update.

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)

(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

11) REVIEW OF STANDING RULES AND RULES OF DECORUM

It is recommended that the City Council provide direction.

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting Date January 6, 2026 7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
b. The city council may establish a limit on the duration of oral communications.
c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, “willfully disrupt” includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
    a. Addressing the Mayor and City Council without first being recognized.
    b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
    c. Repetitiously addressing the same subject.
    d. Failing to relinquish the podium when directed to do so.
    e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
    f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would

have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-52. Persons authorized to be within council area.
No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars ($1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 16, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF THE WEST COVINA COMMUNITY SERVICES FOUNDATION FISCAL YEAR 2024-2025 ANNUAL REPORT**

RECOMMENDATION:

It is recommended that the Board of Directors of the West Covina Community Services Foundation receive and file this report.

BACKGROUND:

On February 1, 2005, the City of West Covina authorized the formation of the West Covina Community Services Foundation (Foundation), a California Public Benefit Corporation. According to the bylaws (Attachment No. 1), the Foundation was organized for charitable purposes and its primary purposes and objectives consist of: (1) providing services beneficial to the public interest by seeking to offer, improve, or expand services that enhance the quality of life for residents, (2) preserving public buildings, structures, and documents of historical significance to the community; (3) qualifying and being more competitive when seeking to acquire grant funding; (4) receiving gifts of funds for public purposes; and (5) pursuing any other opportunities available that would benefit the public interest.

The Foundation does this by receiving gifts of funds from donors for specific purposes (i.e., 4th of July Celebration, Summer Concerts, etc.). In addition, funds are raised to provide new recreational opportunities, increase public safety services, preserve City equipment and facilities, and the pursuit of other benefits of public interest. The Foundation also allows the City to be more competitive when seeking grant funding to help provide such services.

The Foundation's Board of Directors consists of the West Covina City Council, with the Mayor as the Chairperson of the Board and the Mayor Pro Tem as the Vice Chairperson of the Board. The City Manager serves as the Foundation's President, City Clerk as the Secretary, and Finance Director as the Chief Financial Officer.

The Foundation received its Internal Revenue Service tax-deductible 501(c)3 status on June 16, 2006 (Tax ID # 43-2085596).

DISCUSSION:

Pursuant to the bylaws, the Board of Directors is required to cause an annual report to be furnished after the close of the Foundation's fiscal year (June 30) to all Directors of the Foundation. The annual report is required to contain the following information:

- The assets and liabilities, including the trust funds, of the Foundation at the end of the fiscal year;
- The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- The revenue or receipts of the Foundation, both unrestricted and restricted to particular purposes, for the fiscal year; and
- The expenses or disbursements of the Foundation, for both general and unrestricted purposes, for the fiscal year.

The annual report must be accompanied by either a report of independent accountants or a certificate of an authorized officer of the Foundation that such statements were prepared without audit from the books and records of the Foundation.

The Finance Department is responsible for monitoring and preparing the Foundation's Annual Report. The funds are also listed in the City's Adopted Budget each year. The FY 2024-2025 Annual Report is included as Attachment No. 2.

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report.

Prepared by: Kelly McDonald, Assistant to the City Manager
Additional Approval: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Attached to this report is a Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balance for the Foundation for Fiscal Year 2024-25 (Attachment No. 2). The report shows that a cumulative total of $360,797 in revenues were collected and $160,021 in funds were expended. As of June 30, 2025, the Foundation has a fund balance of $215,721. The financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit.

Revenues have been collected in a variety of ways. Donations are received from businesses and residents wanting to donate for a special cause or program (i.e., Veterans Memorial, Police Wall of Honor, Fire Explorer Program, Senior Services, Special Events, etc.). Funds raised at community events are also set aside in the Foundation to offset the costs of offering those individual programs (i.e., sponsorships at Summer Concerts, Spring Festival, etc.). Donated funds are utilized for the projects and programs identified prior to any City General Fund dollars being utilized. Without these donations, many of these programs and events might not have happened, because of the impact on the City's General Fund.

Attachments

Attachment No. 1 - Bylaws of West Covina Community Services Foundation
Attachment No. 2 - West Covina Community Services Foundation Annual Report

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance City Image and Effectiveness

BYLAWS
OF
West Covina Community Services Foundation, Incorporated
A CALIFORNIA PUBLIC BENEFIT CORPORATION

ARTICLE 1
NAME

The name of this corporation is "West Covina Community Services Foundation, Incorporated."

ARTICLE 2
OFFICES

SECTION 1. PRINCIPAL OFFICE

The principal office of the Corporation for the transaction of its business is West Covina City Hall, 1441 West Garvey Avenue, West Covina, 91790 located in Los Angeles County, California.

SECTION 2. OTHER OFFICES

The Corporation may also have subordinate offices at such other places, within the city of West Covina, where it is qualified to do business, as its business may require and as the board of directors may, from time to time, designate.

ARTICLE 3
PURPOSES

SECTION 1. OBJECTIVES AND PURPOSES

This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The primary objectives and purposes of this Corporation shall be:

(1) To provide services beneficial to the public interest by seeking to offer, improve, or expand services that enhance the quality of life for residents including, but not limited to:

a. Recreational opportunities for residents, i.e., hiking, walking, and equestrian trails, aquatics, sports, parks and open space, classes, etc.;

b. Public safety services, i.e., police and fire services to residents;

c. Social services, i.e., nutritious meals for seniors and youth, case management, counseling, etc., for residents; and

d. Building and improving City facilities and infrastructure.

(2) Preservation of buildings, structures, documents, etc., of historical significance to the community.

(3) To qualify and be more competitive when seeking to acquire grant funding to help provide such services to residents and in this way mitigate the financial impact to the City government.

(4) To receive gifts of funds for specific purposes.

(5) To pursue any other opportunities available that would benefit the public interest.

ARTICLE 4
DIRECTORS

SECTION 1. NUMBER

The Corporation shall have five (5) directors and collectively they shall be known as the Board of Directors. The Board of Directors shall consist of the members of the West Covina City Council. The number and requirement that the Directors be City Councilmembers may be changed by amendment of this Bylaw, or by repeal of this Bylaw and adoption of a new Bylaw, as provided in these Bylaws.

SECTION 2. POWERS

Subject to the provisions of the California Nonprofit Public Benefit Corporation law and any limitations in the Articles of Incorporation and Bylaws relating to action required or permitted to be taken or approved by the members, if any, of this Corporation, the activities and affairs of this Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors. Unless otherwise provided pursuant to amendment of these bylaws, voting rights in this Corporation shall remain vested solely in the Board of Directors.

SECTION 3. DUTIES

It shall be the duty of the Directors to:

(1) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this Corporation, or by these Bylaws;

(2) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties, of all officers, agents and employees of the Corporation;

(3) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;

(4) Meet at such times and places as required by these Bylaws;

(5) Register their addresses with the Secretary of the Corporation and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

SECTION 4. DESIGNATION OF CHAIRPERSON AND VICE CHAIRPERSON.

The Mayor shall serve as the Chairperson of the Board during his or her term as Mayor, or until he or she resigns or is otherwise disqualified to serve, whichever occurs first. However, should the Mayor wish that another Board Member replace him or her the as Chairperson, then the Board shall elect another Board Member as the Chairperson. The Mayor Pro-Tem shall serve as the Vice Chairperson of the Board during his or her term as Mayor Pro-Tem, or until he or she resigns or is otherwise disqualified to serve, whichever occurs first. However, should the Mayor Pro-Tem wish that another Board Member replace him or her the as Vice Chairperson, then the Board shall elect another Board Member as Vice Chairperson. At no time shall the same person serve concurrently as Chairperson and the Vice Chairperson of the Board.

SECTION 5. DUTIES OF CHAIRPERSON OF THE BOARD

The Chairperson shall supervise and manage/direct the affairs of the Corporation. He or she shall perform all duties incident to his or her position as Chairperson and such other duties as may be required by law, by the Articles of Incorporation or the Bylaws, or which may be prescribed from time to time by the Board of Directors. The Chairperson shall preside at all meetings of the Board. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the Corporation, execute such

deeds, mortgages, bonds, contracts, checks or other instruments which may from time to time be authorized by the Board of Directors.

SECTION 6. DUTIES OF VICE CHAIRPERSON OF THE BOARD

In the absence of the Chairperson, or in the event of his or her inability to or refusal to act, the Vice Chairperson shall perform all the duties of the Chairperson and when so acting shall have all the powers of, and be subject to all the restrictions of the Chairperson. The Vice Chairperson shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these bylaws, or as may be prescribed by the Board of Directors.

SECTION 7. TERMS OF OFFICE

The term of office for each Director shall run concurrently with his or her term of office on the City Council.

SECTION 8. PLACE OF MEETINGS

Meetings shall be held at the principal office of the Corporation unless otherwise provided in these Bylaws or at such place within the City of West Covina, which has been designated from time to time by resolution of the Board of Directors.

SECTION 9. REGULAR AND ANNUAL MEETINGS

Regular meetings of the Board of Directors shall be held, as needed, on the first and/or third Tuesday of each month at 7:00 PM, to coincide with City Council Meetings. The annual meeting of the Board of Directors shall coincide with the annual meeting at which the City Council adopts the fiscal year budget.

SECTION 10. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chairperson of the Board of Directors, or by any two Directors, and such meetings shall be held at the place, within the City of West Covina, designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of the Corporation.

SECTION 11. NOTICE OF MEETINGS

Noticing of all meetings shall be done in compliance with Govt. Codes 54954.2 and 54956 (Brown Act). Regular meetings shall be noticed at least seventy-two

(72) hours in advance of the meeting. Special meetings shall be noticed at least twenty-four (24) hours in advance of the meeting.

Notice shall be given of any adjourned regular or special meeting to Directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

SECTION 12. QUORUM FOR MEETINGS

A quorum shall consist of three (3) Directors.

Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this Corporation, or by law, no business shall be considered by the Board of Directors at any meeting at which a quorum, as defined above, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn. However, a majority of the Directors present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors.

The Directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this Corporation.

SECTION 13. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this Corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions in which a director has a material financial interest (Section 5233) and indemnification of directors (Section 5238e), require a greater percentage or different voting rules for approval of a matter by the board.

SECTION 14. CONDUCT OF MEETINGS

Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, or, if no such person has been so designated or, in his or her absence, the Vice Chairperson or, in his or her absence, by the Director chosen a majority of the Directors present at the meeting. The Secretary of the Corporation shall act as Secretary of all meetings of the Board of Directors,

provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

The provisions of the Brown Act (Gov. Code §54950 et seq.) shall apply to the conduct of meetings of the Corporation. Meetings shall be governed by Roberts's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this Corporation, or with provisions of law.

SECTION 15. NON-LIABILITY OF DIRECTORS

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

SECTION 16. INSURANCE FOR CORPORATE AGENTS

Members of the Board of Directors and Officers of the Corporation are insured under the City's umbrella insurance policy for liability caused or incurred while acting within the scope of their duties as Members of the Board of Directors and/or Officers of the Corporation.

SECTION 17. PREMATURE VACANCIES ON BOARD

Whenever there is a vacancy in the office of one of the at-large directors whether by reason of death, resignation, removal, disqualification or otherwise, the vacancy shall be temporarily filled by the Community Services Director until the vacancy is filled by majority vote of the remaining board members.

ARTICLE 5
OFFICERS

SECTION 1. NUMBER OF OFFICERS

The officers of the Corporation shall be a President, Secretary and Chief Financial Officer. The City Manager shall serve as President, the City Clerk shall serve as the Secretary and the Finance Director shall serve as the Chief Financial Officer. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the President, Chairperson or Vice Chairperson of the Board.

SECTION 2. QUALIFICATION AND TERM OF OFFICE

The City Manager, City Clerk and Finance Director shall serve as President, Secretary and Chief Financial Officer, respectively, until he or she resigns or is removed by a majority vote of the Board of Directors, or is otherwise disqualified to serve, whichever occurs first.

SECTION 3. SUBORDINATE OFFICERS

The Board of Directors may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Directors.

SECTION 4. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors in accordance with these Bylaws and applicable law.

SECTION 5. DUTIES OF PRESIDENT

The President shall be the administrative head of the Corporation and its affairs and he/she shall operate under the direction and control of the Board of Directors except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. He/she shall be responsible for the efficient administration of all the affairs of the Corporation which are under his/her control. He/she shall prescribe such administrative rules and procedures as he may deem proper or necessary for the general conduct and operation of the Corporation's affairs under his control. He/she shall perform any and all duties imposed on him/her by law, by the Articles of Incorporation, by these Bylaws or by the Board. Upon the request and authorization of the Board, the President may enter into any contract, or execute and deliver any instrument, in the name of and on behalf of, the Corporation. The President shall supervise all agents of the Corporation to assure that their duties are performed properly. He/she shall meet at such times and places as required by these bylaws. It shall be the duty of the President to recommend to the Board the adoption of measures he/she deems necessary for the efficient operation of the Corporation. Unless provided for in

SECTION 6. DUTIES OF SECRETARY

The Secretary shall:

(1) Certify and keep at the principal office of the Corporation the original, or a copy of these Bylaws as amended or otherwise altered to date.

(2) Keep at the principal office of the Corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

(3) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

(4) Be custodian of the records and of the seal of the Corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the Corporation under its seal is authorized by law or these Bylaws.

(5) Keep at the principal office of the Corporation a membership book containing the name and address of each and any members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.

(6) Exhibit at all reasonable times to any director of the Corporation, or to his or her agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings of the directors of the Corporation.

(7) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of this Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors

SECTION 7. DUTIES OF CHIEF FINANCIAL OFFICER

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Chief Financial Officer shall:

(1) Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

(2) Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.

(3) Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

(4) Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

(5) Exhibit at all reasonable times the books of account and financial records to any director of the Corporation, or to his or her agent or attorney, upon request

(6) Render to the Board of Directors, whenever requested, an account of any or all of his or her transactions as Chief Financial Officer and of the financial condition of the Corporation.

(7) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

(8) In general, perform all duties incident to the office of Chief Financial Officer and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

ARTICLE 6
EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 1. EXECUTION OF INSTRUMENTS

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 2. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes,

orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Chief Financial Officer and countersigned by the Chairperson of the Board of Directors.

SECTION 3. DEPOSITS

All funds of the Corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

SECTION 4. GIFTS

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation. Limitations on gifts to individual Directors shall comply with the Political Reform Act and the Fair Political Practices Commission.

ARTICLE 7
CORPORATE RECORDS, REPORTS AND SEAL

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office in the State of California:

(1) Minutes of all meetings of directors, committees of the board and , indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;

(2) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;

(3) A copy of the corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members, if any, of the Corporation at all reasonable times during office hours.

SECTION 2. CORPORATE SEAL

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the Corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 3. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

SECTION 4. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

SECTION 5. ANNUAL REPORT

The Board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the Corporation's fiscal year to all directors of the Corporation and, if this Corporation has members, to any member who requests it in writing, said report shall contain the following information in appropriate detail:

(1) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;

(2) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

(3) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year;

(4) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year;

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the corporation.

ARTICLE 8
FISCAL YEAR

SECTION 1. FISCAL YEAR OF THE CORPORATION

The fiscal year of the Corporation shall begin on July 1 and end on the June 30 in each year.

ARTICLE 9
AMENDMENT OF BYLAWS

SECTION 1. AMENDMENT

Subject to any provision of law applicable to the amendment of Bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted as follows:

(1) Subject to the power of members, if any, to change or repeal these Bylaws under Section 5150 of the Corporations Code, by approval of the Board of Directors unless the Bylaw amendment would materially and adversely affect the rights of members, if any, as to voting or transfer, provided, however, if this Corporation has admitted any members, then a Bylaw specifying or changing the fixed number of directors of the Corporation, the maximum or minimum number of directors, or changing from a fixed to variable board or vice versa, may not be adopted, amended, or repealed except as provided in subparagraph (2) of this Section; or

(2) By approval of the members, if any, of this Corporation.

ARTICLE 10
AMENDMENT OF ARTICLES

SECTION 1. AMENDMENT OF ARTICLES BEFORE ADMISSION OF MEMBERS

Before any members have been admitted to the Corporation, any amendment of the Articles of Incorporation may be adopted by approval of the Board of Directors.

SECTION 2. AMENDMENT OF ARTICLES AFTER ADMISSION OF MEMBERS

After members, if any, have been admitted to the Corporation, amendment of the Articles of Incorporation may be adopted by the approval of the Board of Directors and by the approval of the members of this Corporation.

SECTION 3. CERTAIN AMENDMENTS

Notwithstanding the above sections of this Article, this Corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation of the names and addresses of the first directors of this Corporation, nor the name and address of its initial agent, except to

correct an error in such statement or to delete such statement after the corporation has filed a "Statement by a Domestic Non-Profit Corporation" pursuant to Section 6210 of the California Nonprofit Corporation Law.

ARTICLE 11
MEMBERS

SECTION 1. DETERMINATION OF MEMBERS

If this Corporation makes no provision for members, then, pursuant to Section 5310(b) of the Nonprofit Public Benefit Corporation Law of the State of California, any action which would otherwise, under law or the provisions of the Articles of Incorporation or Bylaws of this Corporation, require approval by a majority of all members or approval by the members, shall only require the approval of the Board of Directors.

WRITTEN CONSENT OF DIRECTORS ADOPTING BYLAWS

We, the undersigned, are all of the persons named as the initial Directors in the Articles of Incorporation of the West Covina Community Services Foundation, Incorporated, a California Nonprofit Public Benefit Corporation, and, pursuant to the authority granted to the Directors by these Bylaws to take action by unanimous written consent without a meeting, consent to, and hereby do, adopt the foregoing Bylaws, consisting of fourteen (14) pages, as the Bylaws of this Corporation.

Dated: 4/19/16

James Toma, Director

Corey Warshaw, Director

Mike Spence, Director

Tony Wu, Director

Lloyd Johnson, Director

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the Board of Directors of said Corporation on the date set forth below.

Dated: 4/19/16

Rosalia Conde, Secretary

West Covina Community Services Foundation, Inc.
Balance Sheet
June 30, 2025
Unaudited

Cash	$	216,246
Accounts Receivable		-
Prepaid Expenses		300
Interest Receivable		-
Total Assets	$	216,546

Accounts Payable	$	825
Fund Balance		215,721
Total Liabilities and Fund Balance	$	216,546

West Covina Community Services Foundation, Inc.
Changes in Assets and Liabilities
June 30, 2025
Unaudited

	Beginning Balance	Ending Balance	Change
Cash	$ (13,804)	$ 216,246	$ 230,050
Accounts Receivable	1,200	-	(1,200)
Prepaid Expenses	39,170	300	(38,870)
Interest Receivable	-	-	-
Total Assets	$ 26,566	$ 216,546	$ 189,980
Accounts Payable	$ 11,621	$ 825	$ (10,796)
Fund Balance	14,946	215,721	200,776
Total Liabilities and Fund Balance	$ 26,566	$ 216,546	$ 189,980

West Covina Community Services Foundation, Inc.
Statement of Revenues, Expenditures and Changes in Fund Balance
For the year ended June 30, 2025
Unaudited

Revenues		
Interest	$	-
Charges for Services		-
Other Revenues		360,797
Revenue from Other Agencies		-
Total Revenues	**$**	**360,797**
Expenditures		
FN - Taxes filings	$	1,055
PD - Misc Exp		-
FR - Explorer Program		5,882
PS - Misc Exp		2,462
PS - Summer Concerts		27,016
PS - Other Special Events		45,024
PS - Senior Center - Supplies, etc.		-
CD - Other Special Events		22
Other Special Events		78,560
Total Expenditures	**$**	**160,021**
Net Change in Fund Balance	**$**	**200,776**
Fund Balance - Beginning of Year		**14,946**
Fund Balance - End of Year	**$**	**215,721**

West Covina Community Services Foundation, Inc.
Financial Certificate
For the year ended June 30, 2025

I, Stephanie Sikkema, certify that these statements were prepared without audit from the books and records of the corporation. Additionally, the financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit.

Karen Ogawa
Chief Financial Officer
West Covina Community Services Foundation, Inc.

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 16, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF AN AMENDMENT TO THE SOLID WASTE AGREEMENT WITH ATHENS SERVICES**

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the proposed Amendment No. 12 to the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables with Arakelian Enterprises, Inc. dba Athens Services; and
2. Authorize the Acting City Manager to execute Amendment No. 12, in such final form as approved by the City Attorney.

BACKGROUND:

Over the years, the City of West Covina approved multiple amendments to its agreement with Arakelian Enterprises, Inc. dba Athens Services ("Athens Services"), a waste collection company and valued community partner. Athens Services has developed programs that have kept West Covina on the cutting edge of environmental sustainability and in compliance with state laws relating to integrated waste management. The agreement between West Covina and Athens Services is a franchise agreement that establishes the waste collection company's exclusive right to engage in the business of collecting solid waste, recyclables, and other waste within the boundaries of the City. In exchange for this right, the waste collection company pays the City a franchise fee of 10 percent of its gross receipts resulting from the agreement. The agreement also specifies the rates that the waste collection company can charge residents and businesses for its services and authorizes the company to request an annual rate increase in accordance with the Consumer Price Index (CPI). This type of arrangement is common among similar cities in Los Angeles County.

West Covina initially contracted with Athens Services in 1992. That agreement contained a clause that annually extended the agreement's duration by one year, thereby ensuring it maintained an ongoing service period of eight years (resulting in what is known as an evergreen period). In other words, in 1997, the expiration date for the agreement was 2005, while by 1999 the expiration had extended to 2007. In June 1999, the City and Athens Services entered into an Amended and Restated Agreement. In March 2001, the City Council approved the first of 11 amendments to that agreement, which extended its evergreen period from eight to 12 years. In October 2012, the City Council approved Amendment No. 9 to the agreement, which extended the evergreen period to 25 years. In exchange for the extension of the evergreen period, Athens Services agreed to make a one-time payment of $2 million to the City and annual recurring payments of $100,000 in addition to the franchise fee. Over the years, the City Council approved other amendments to the franchise agreement that pertained to rate adjustments but did not

modify the length of the contract.

In November 2016, the City Council approved Amendment No. 10 to the franchise agreement for a series of rate increases to customers for waste collection services. That amendment also provided for a one-time payment of $650,000 to the City and increased the annual recurring payments from Athens Services to $300,000, but stipulated that the City's notification of contract termination would void that payment clause. Finally, the City approved Amendment No. 11 to the franchise agreement in October 2018, which included a clause preventing the City from exercising its annual option to terminate the agreement until October 2023. As a result of its amendments, the earliest the City could contract with another vendor would be October 2048.

Given the long-term relationship between West Covina and Athens Services, the City asked Athens Services to enter into negotiations to implement changes to the existing agreement recognizing changes in new laws pertaining to solid waste handling and the need for the diversion of solid waste from landfills. As it complies with California's Short-Lived Climate Pollutant Reduction law, often called SB 1383, West Covina is able to seek the best value for its residents and community and renegotiate certain terms of the agreement with Athens Services.

In February 2022, a proposed amendment to the agreement was presented to City Council. After discussion, the item was tabled. Staff continued negotiations.

DISCUSSION:

SB 1383 establishes methane reduction targets for California. SB 1383 is an unfunded State mandate that sets goals to reduce disposal of organic waste in landfills, including edible food. The bill's purpose is to reduce greenhouse gas emissions, such as methane, and address food insecurity in California. Aspects of this law ensure that food scraps are composted and compost is purchased by cities. Composting, industrial uses, and animal feed are good environmental uses for inedible food or other organic material. Disposing of organic waste in landfills is considered a significant source of local air quality pollutants, which can cause respiratory issues and hospitalizations for community members.

SB 1383 provides a complex array of mandatory requirements for cities, requiring all residential and commercial premises to comply with a rigorous organic waste recycling program. The requirements are embodied in statewide regulations. On March 15, 2022, the City Council adopted Urgency Ordinance 2494. Ordinance 2494 added Article IV (Mandatory Organic Waste Disposal Reduction) to Chapter 12 (Garbage and Rubbish Collection) of the West Covina Municipal Code to implement the requirements of SB 1383.

The proposed amendment to the agreement with Athens Services (Attachment No. 1) provides the State-mandated organics recycling services for the City of West Covina. In November 2025, the City of West Covina and Athens initially negotiated a 13.5% rate increase. Since those negotiations, Athens has proposed a revised increase of 17% over the prior contract. This 17% increase is reflected in the proposed amendment and is described by Athens as an adjustment intended to align the City's commercial rates with current market conditions. Exhibit A of the proposed amendment outlines the scope of services to be provided, which include:

- Education and outreach to its customers on organic waste recycling.
- Data collection and reporting of organic waste diversion.
- Procurement of recovered organic waste projects such as compost, mulch, and/or California-derived Renewable Natural Gas
- Dedicated bins for organic waste collection with labeling that includes food waste as appropriate for recycling.
- Labeling on bins for landfill disposal that excludes food waste as an allowable waste stream for disposal.
- Monitoring of waste bins for contamination through periodic audits.
- Contamination protocols, which include affixing notices to any container with contaminated waste

and instructions to customers on proper procedures for sorting waste.

With the services provided through the amended agreement with Athens, the City will be compliant with SB 1383 requirements.

LEGAL REVIEW:

The City Attorney's Office did not review this staff report. The City Attorney's Office will review and approve the final form of the amendment prior to execution.

OPTIONS:

The City Council has the following options:

1. Approve the staff recommendation; or
2. Provide alternative direction

Prepared by: Kelly McDonald, Assistant to the City Manager
Additional Approval: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

There is no fiscal impact to the City related to the approval of this amendment.

The Current and Proposed Rate Comparison is provided as Attachment No. 2 and the Current and Proposed Supplemental Rate Comparison is provided as Attachment No. 3.

Attachments

Attachment No. 1 - Amendment No. 12

Attachment No. 2- Current and Proposed Rate Comparison

Attachment No. 3- Current and Proposed Supplemental Rate Comparison

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

AMENDMENT NO. 12
TO THE AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF WEST COVINA AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES

THIS AMENDMENT NO. 12 TO THE AMENDED AND RESTATED AGREEMENT FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES ("Amendment" or "Amendment No. 12"), effective as of the date specified in Section 1 hereof, is made and entered into by and between the City of West Covina ("City") and Arakelian Enterprises, Inc., dba Athens Services ("Contractor"). City and Contractor are hereafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. City and Contractor have previously entered into that certain Amended and Restated Agreement, dated June 2, 1999, concerning waste and recyclable collection in the City (hereinafter, "Original Agreement"). The Original Agreement was later amended by that certain Amendment No. 1, dated March 21, 2001; by that certain Amendment No. 2, dated May 27, 2002; by that certain Amendment No. 3, dated September 23, 2003; by that certain Amendment No. 4, dated April 1, 2004; by that certain Amendment No. 5, dated June 7, 2007; by that certain Amendment No. 6, dated December 4, 2007; by that certain Amendment No. 7, dated August 20, 2008; by that certain Amendment No. 8, dated August 20, 2008; by that certain Amendment No. 9, dated November 1, 2012; by that certain Amendment No. 10, dated November 7, 2016; and by that certain Amendment No. 11, dated October 24, 2018 (collectively, "Prior Amendments"). The Original Agreement and Prior Amendments are collectively referred to herein as the "Agreement."

B. Public Resources Code § 40000 et seq., declares it is within the public interest to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdictions;

C. The Legislature enacted certain new laws pertaining or relating to solid waste handling with which City must comply, including Assembly Bills Nos. 341, 901, 1594, 1826, and Senate Bills Nos. 341 and 1383, creating the need for the City to improve efforts to divert solid waste from landfills, including recyclable materials and organic waste;

D. The City requires environmental services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal experience in order to bring City into compliance with applicable law;

E. The City further requires modified or additional professional and integrated, Citywide waste management programs with the implementation of a Citywide organic waste collection program to also bring the City into and maintain compliance with applicable law;

F. Based on the foregoing, the City Council has determined that it is in the best interest of the City for Contractor to implement certain, long-term operational changes pertaining to the provision of professional environmental services in the City and enter into this Amendment, as specified herein, to ensure integrated waste management programs, including but not limited to the implementation of an organic waste collection program, are appropriately tailored and aligned to meet the aims of the City's needs and environmental objectives; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

TERMS

1. **Amendment Effective Date.** Except as otherwise specified in this Amendment, the Amendment shall be effective as of January 1, 2026 ("Amendment Effective Date") with the same force and effect as if this Amendment had been executed on that date.

2. **Amendment Definitions.** Unless otherwise specified, all capitalized terms in this Amendment shall refer to those defined terms specified in Chapter 12, Article IV (Mandatory Organic Waste Disposal Reduction) of the West Covina Municipal Code ("SB 1383 Ordinance") and 14 California Code of Regulations Section 18982. In the event of a conflict between a definition in this Amendment and a definition in 14 California Code of Regulations Section 18982, the definition in Section 18982 shall control.

3. **Revised SB 1383 Definitions.** Unless specified otherwise, the following terms in Article 1 of the Agreement are hereby amended to have the meanings specified in the SB 1383 Ordinance: (i) "yard waste" shall mean "Organic Waste," as defined in the SB 1383 Ordinance; (ii) "commercial" and "industrial" shall mean "Commercial," as defined in the SB 1383 Ordinance; and (iii) "residential" shall mean "Single Family," as defined in the SB 1383 Ordinance. For the avoidance of doubt, Commercial includes multi-family dwellings with five (5) or more units and Single Family includes multifamily dwellings with fewer than five (5) units.

4. **Manual Roll-Out Services for Seniors and Persons with Disabilities.** The first paragraph of Section 5.3 shall be deleted in its entirety and replaced with the following:

> Contractor shall collect and deliver to the appropriate solid waste facility all solid waste, recyclables, yard waste, organic waste, and other compostables generated at single- and multi-unit residential premises within the City and delivered for collection not less than once per week. Contractor shall provide manual container roll-out or "carry-out" services for low-income seniors at the discounted rates set forth in Exhibit E. In addition, Contractor shall provide manual container roll-out or "carry-out" services at no charge for those customers determined to have difficulty doing so themselves due to physical disability (whether permanent or temporary). For all other customers, Contractor shall make available and provide, upon

customer request and subject to additional charges as specified in Exhibit E, manual container roll-out or "carry-out" services.

5. **Quarterly Bulky Item Pick Up at Multi-Family Premises.** The fifth paragraph of Section 5.3 shall be deleted in its entirety and replaced with the following:

> In addition to the weekly pick up of bulky items provided for in this Section, owners or property managers of Multi-Family Residential Dwellings may, once per calendar quarter, request bulk item pick-ups from Contractor. Quarterly bulky item pick-ups provided hereunder shall occur at a date and time mutually agreed upon by owner/property manager and Contractor and be made at no additional charge to customers. The five (5) item per week limitation set forth hereinabove shall not apply to the quarterly bulky item pick up provided for in this paragraph.

6. **Annual Cleanup Campaign.** Section 5.6 of the Agreement is hereby deleted in its entirety and replaced as provided below.

> **5.6 Holiday Tree Collection.** Contractor shall collect all holiday trees on the first two scheduled pickup days after New Year's Day. Contractor must deliver the collected holiday trees to an appropriate facility for disposal and/or processing. Contractor is not required to divert for processing holiday trees with tinsel, flocking, or ornaments.

7. **SB 1383 Program.** Section 5.11 and Exhibit A are hereby deleted in their entirety and replaced as provided below. A new Exhibit A is also hereby added to the Agreement, as provided in Attachment 1 to this Amendment, and incorporated herein by reference.

> **5.11 SB 1383 Program.** Beginning January 1, 2026, Contractor shall conduct collection, transportation, and processing for source separated Solid Waste, Recyclables, and Organic Waste generated at customer premises. Such service shall be conducted in accordance with Contractor's SB 1383 program specified in Exhibit A attached hereto and incorporated herein by reference. No later than thirty (30) days prior to the full implementation of the SB 1383 program hereunder, Contractor shall provide City with a plan detailing how Contractor will transition from a two-stream to a three-stream collection and processing system for all generators serviced by Contractor in the City.

8. **Service Requirements.** Section 5.13 is hereby deleted in its entirety and replaced as provided below.

> **5.13 Service Requirements.**
>
> **A. Service Requirements.** Contractor shall provide an

automated waste collection system for source-separated Solid Waste, Recyclables, and Organic Waste subject to the following terms:

1. Residential and Commercial Customers; Bundled Service. Notwithstanding any provision in this Agreement to the contrary, as a default, (i) customers receiving cart service will be provided one 96-gallon cart for Solid Waste, one 96-gallon cart for Recyclables, and one 96-gallon cart for Organic Waste, for collection once-per week; and (ii) customers receiving bin service will be provided one 3-cubic yard Solid Waste bin, one 96-gallon cart for Recyclables, and one 64-gallon cart for Organic Waste, for collection once-per week.

2. Waste Assessment; Changes. Upon customer request, or as determined by Contractor to be necessary for customer compliance with applicable law, Contractor shall conduct waste assessments for all Commercial and Multi-Family generators to ensure proper source separation. Based on a waste assessment performed by Contractor, Contractor may adjust the foregoing bundled service default levels to any one of the following container types: (i) 64-gallon cart; (ii) 1.5 to 2 cubic yard bin; and (iii) roll-off container with a capacity of 10 or more cubic yards. Contractor shall determine the appropriate container size, type, quantity, and collection frequency for each customer, subject to the reasonable disapproval of City and subject to applicable law. Notwithstanding the foregoing, customers may request changes to container size, type, quantity, and collection frequency. Contractor shall fulfill a customer's request to change containers to the extent compliant with applicable law within one (1) week of receipt of the written request unless circumstances beyond Contractor's control prevent such a response. Contractor may assess additional charges for services above the default services level herein as specified in Exhibit E.

3. Billing Adjustments. In the event of changes container size, type, quantity, and collection frequency, Contractor shall make the appropriate adjustments to the customer's account to reflect such changes, prorating the billing to the first of the nearest month from the date the change is made.

4. Acceptable Materials. Notwithstanding any provision in this Agreement to the contrary, the Organic Waste and Recyclables that are to be accepted for collection by Contractor are set forth in Exhibits A.1 and A.2, respectively. City and Contractor agree that the list of acceptable Organic Waste and Recyclables may be modified from time to time with the written approval of City and pursuant to applicable law.

B. Container Requirements.

1. Cleaning, Painting, Maintenance. Contractor shall maintain all containers in a safe, serviceable, and functional condition, and so they present with a clean appearance. In accordance with the foregoing, Contractor shall clean or paint each Commercial bin periodically or as frequently as necessary, or promptly upon reasonable request of the City Manager, to keep containers in good repair and in a clean appearance without graffiti.

2. Damaged Containers. Contractor shall repair or replace all containers damaged by collection operations at Contractor's expense, unless damage is caused by the customer's gross negligence, willful misconduct, or failure to comply with collection instructions, in which case, the customer may be billed for repair or replacement of container in accordance with Exhibit E. Contractor's decision to bill customers for damaged containers, if permitted hereunder to do so, shall be final.

3. Suitability Repairs or Replacements. Contractor shall be responsible for repairing or replacing containers when Contractor determines the container is no longer suitable for service or when City or the customer requests replacement of a container that does not properly function, leaks, is damaged, or is otherwise not fit for service. Contractor shall be responsible for acquiring and providing the replacement containers. Contractor shall promptly repair or replace all damaged or broken containers not to exceed thirty (30) calendar days of the request or sooner if deemed necessary by Contractor to preserve continuity of services for the customer. Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by Contractor personnel. All repairs shall restore the container to its full functionality. Nothing contained herein shall limit Section 5.13(B)(2).

4. Container Inventory. Contractor shall maintain a sufficient inventory of containers to accommodate new customer requests for service, requests for change in service levels (size, type, or number of containers) from current customers, and requests for replacement due to damage.

C. Facilities.

1. Facility Selection. Contractor has sole discretion and exclusive right to determine the facilities utilized under this Agreement for the disposal, transfer, and/or processing of all Solid Waste, Recyclables, and/or Organic Waste. Contractor agrees

to deliver all Solid Waste, Recyclables, and Organic Waste for disposal, transfer and/or processing to such facilities designated by Contractor. All facilities utilized hereunder must comply with applicable law.

2. Notice; Change to Facilities. Contractor shall submit a list of all such designated facilities no later than January 1, 2026 and thereafter, shall notify City within thirty (30) days if Contractor modifies this list of designated facilities.

3. Recordkeeping. Contractor shall maintain accurate records of the quantities of Solid Waste, Recyclables, and Organic Waste transported to the appropriate processing facility, if transported to a processing facility, and as applicable, to the disposal site in accordance with applicable law. Contractor will cooperate with City in any audits or investigations of such recorded quantities. Contractor shall devise a method approved by City to identify the diversion rate for City for the waste stream processed by Contractor and such method shall comply with requests made by CalRecycle. Contractor has the right to retain any materials collected under the franchise and retain any payments therefor.

9. **Additional City Services.** A new Section 5.17 is hereby added to the Agreement as set forth below.

5.17 Abandoned Bulky Items in City Parks. Once per week, on days mutually agreed upon by City and Contractor, Contractor will collect abandoned Bulky Items at no charge to City in the following City areas: (i) Walmerado Park located at 625 E. Merced Ave.; (ii) Palmview Park located at 1340 E. Puente Ave.; (iii) Cortez Park located at 2441 E. Cortez St.; (iv) Shadow Oak Park located at 2121 E. Shadow Oak Dr.; (v) Cameron Park, located at 1363 E. Cameron Ave.; (vi) Friendship Park, located at 3740 S. Sentous Ave.; (vii) Del Norte Park, located at 1500 W. Rowland Ave.; and (vii) Orangewood Park, located at 1611 W. Merced Ave.

10. **Service Rates and Review.** Article 8, inclusive of each section therein, is hereby deleted in its entirety and replaced with the following:

8.1 Rates.

A. Maximum Service Rates. Rates for all services provided to customers covered by this Agreement shall be as specified in Exhibit E of this Agreement, subject to adjustment as permitted pursuant to this Agreement.

B. Discounted Rates for Low Income Seniors and Persons with Disabilities. Contractor shall provide discounted rates

for low income seniors and persons with disabilities as specified in Exhibit E of this Agreement.

C. Annual Rate Adjustment. Beginning July 1, 2026 and on each July 1, thereafter, the rates provided in Exhibit E shall be automatically adjusted annually by the percentage increase of the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHGO2) U.S. City Average (not seasonally adjusted) as may be amended or renamed and replaced from time to time by the United States Bureau of Labor Statistics, or an equivalent index approved by mutual agreement in the event said index is no longer published ("Trash CPI"), for the prior 12-month period (March 1 of the current year to March 30 of the prior year) plus one percent (1%) (i.e., Trash CPI + 1) ("Annual Rate Adjustment").

8.2 Special Fees. In addition to the revenues authorized by the rates in Exhibit E, Contractor may charge and receive fees for performing special services (e.g. the hauling and disposal of "bulky waste" in excess of the amount or schedule as provided for herein) as agreed upon in separate agreements between Contractor and each customer requesting such special services.

8.3 Special Rate Adjustments. Contractor may apply to the City Council for consideration of a special, interim rate review should an event or circumstance arise which results in an increase in the cost of operations by Contractor. Contractor may request an interim rate review when: (i) an event or circumstance occurred or will occur which is not reasonably foreseeable, and is not a usual business risk of Contractor; (ii) an event or circumstance occurred or will occur which is beyond the control of Contractor; (iii) it is necessary for Contractor to make a substantial change in its operation, or substantial capital investment, in order to perform its obligations under this Agreement or to meet the requirements of applicable law or regulation; or (iv) changes to Contractor's operations within the City are required due to a change in law. For each request, Contractor shall prepare a schedule documenting the extraordinary costs. The schedule shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate of extraordinary costs. A final determination concerning an application for special, interim rate review shall be considered by the City Council within ninety (90) days of Contractor's request, unless extended by mutual agreement of the Parties. The City Council shall not unreasonably deny, condition, or delay a properly submitted special, interim rate adjustment request. Nothing in this Agreement shall be construed as obligating Contractor to provide additional or modified services prior to City and Contractor having first agreed in writing to any such change.

8.4 Publication of Rates. Contractor shall provide prior written notice to customers of rate changes, which notice may be provided with, or as part of a regular billing. Contractor may provide a schedule of tipping fees along with customer billings.

8.5 Delinquencies. Contractor may assess penalties for late payments and collection of delinquent accounts in the amounts set forth in Exhibit E. Contractor may discontinue service to any customer where payment for services rendered is delinquent for sixty (60) days or more. Contractor shall notify the customer and City in writing of its intent to discontinue service not less than ten (10) business days before such discontinuation shall occur. If payment is not made by the end of such ten (10) business day period, Contractor may discontinue service to that customer. If payment is made at least five (5) business days prior to the next regularly scheduled collection day, Contractor shall resume service on the next regularly scheduled collection day for any customer whose service is discontinued upon receipt of delinquent fees, late fees, and any related charges to resume service. City agrees to assist Contractor with placing and collecting qualifying delinquencies on the tax roll in accordance with applicable law. Contractor will, by May 1st of each year or at such other time as City and Contractor may agree upon, notify City in writing as to whether it will seek to have City place and collect qualifying delinquencies on the tax roll. Contractor shall be responsible for timely preparing, at no cost to City, all required information, reports, notices, and materials required by City, and paying for any publication costs. City agrees to hold all hearings, timely publish all notices, and to timely make all filings to add the delinquent accounts to the tax roll, provided Contractor has timely provided the required information, reports, notices and materials to City. For the purposes of this section, a "qualifying delinquency" is a customer that is at least sixty (60) days in arrears and for which Contractor has provided at least one written notice delivered to the customer by mail or other reasonable means.

8.6 Proposition 218.

A. Hearings. At the City's election, and without admitting the applicability of Proposition 218 to this Agreement, City may conduct hearings with respect to the approval or adjustment of the rates specified in Exhibit E in accordance with Proposition 218, and if such hearings commence, the City Council shall agendize a vote to approve or adjust such rates, including but not limited to, if necessary, the continuation of the Annual Rate Adjustment, in

accordance with Government Code Section 53756 and Article XIII D, Section 6(a) of the California Constitution, as applicable.

B. Rate Invalidation Procedures. In the event that City is unable, by operation of applicable law, or a valid majority protest pursuant to Proposition 218, to approve or implement any rate increase due to Contractor under this Agreement, in whole or in part, including but not limited to the continuation of the Annual Rate Adjustment, City must provide thirty (30) days written notice to Contractor identifying such prohibition or disallowance, with a written justification explaining why City is prohibited or disallowed from approving or implementing an adjustment of rates in whole or in part ("Invalidation Notice"). Upon Contractor's receipt of an Invalidation Notice, Contractor will present an accounting of the amounts otherwise due to Contractor attributable to the invalidated rate(s). City and Contractor shall immediately meet and confer and agree to discuss a revised rate adjustment that may be acceptable; corresponding reductions in programs, services, or fees and payments otherwise due to City to compensate Contractor for the total amount due to Contractor that would have been recovered through the Annual Rate Adjustment formula or other rate adjustment but for denial or prohibition of the same; and/or City paying to keep identified services and programs that may be removed or reduced. If City and Contractor do not reach an agreement within ninety (90) days of Contractor's receipt of the Invalidation Notice, or as extended by mutual agreement of the Parties (email communication acceptable), Contractor will immediately offset the total cost of the invalidated rate(s) from the fees otherwise due to City such as but not limited to franchise fees, or upon written notice to Contractor, City may pay the remaining amounts directly to Contractor from City funds. If Contractor offsets the amounts due, then Contractor shall provide monthly reports to the City Manager that provide the total amounts being offset and the related services. Such monies may be refunded to City upon mutual written agreement between the Parties. Further, Contractor may terminate the Agreement without cause or penalty at any time, provided that Contractor provides at least ninety (90) days' prior written notice of termination and, during such period, cooperates with City to transition services to City or its designee. Contractor's rights hereunder are in addition to any other rights of Contractor upon the invalidation of rates that would otherwise be due to Contractor.

11. **Maximum Rate Schedule.** Exhibit E of the Agreement shall be deleted in its entirety and replaced with Attachment 2 to this Amendment and incorporated herein by reference.

12. **Quarterly Statements.** Exhibit F is hereby deleted from the Agreement in its entirety. A new Exhibit F is hereby added to the Agreement as Attachment 3 to this Amendment,

and incorporated herein by reference. In addition, Section 4.3 of the Agreement is hereby amended to add the following:

> Each quarterly payment shall be accompanied by a statement detailing the calculation of the amount payable, including Contractor's gross receipts for the preceding calendar quarter with a breakdown of the receipts by residential and commercial customers. The statement shall be in the form set forth in Exhibit F, unless such form is subsequently modified upon the mutual written agreement of the Parties.

13. **Due Execution.** The person(s) executing this Amendment on behalf of a Party hereto warrant(s) that (i) such Party is duly organized and existing; (ii) such person(s) are duly authorized to execute and deliver this Amendment on behalf of said Party; (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment; and (iv) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound, including but not limited to Section 2-330 of the West Covina Municipal Code, which, for the avoidance of doubt, does not apply to this Amendment.

14. **Entire Amendment.** This Amendment contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment.

15. **Full Force and Effect.** Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall apply. In the event this Amendment is deemed null, void and of no force or effect by a court of competent jurisdiction, the agreements and understandings in force or effect prior to the Amendment Effective Date herein shall apply.

16. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be considered an original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth below.

CITY OF WEST COVINA	ARAKELIAN ENTERPRISES, INC., a California corporation
Milan Mrakich Acting City Manager	Ron Arakelian III Executive Officer
Date	Date

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

[Amendment Attachment 1]

Exhibit A

SB 1383 Program

1. **General.** As provided herein, Contractor shall (i) provide account site visits and reviews, and the tracking thereof; (ii) support City public education and outreach efforts; (iii) meet with CalRecycle staff; (iv) provide Organic Waste tonnage data to both City and CalRecycle; and (v) provide Organic Waste collection services.

2. **Education and Outreach.** Contractor shall provide, and City must approve, education and outreach activities and to create and disseminate educational materials to customers in compliance with 14 CCR Section 18985.1. In accordance with the foregoing, Contractor will provide the education information required in 14 CCR Section 18985.1 by providing regularly scheduled notices, education materials, billing inserts, or other information disseminated to customers. Contractor shall maintain records of its education and outreach activities and provide this information upon request to City. City has a shared responsibility to cooperate with Contractor with respect to the education and outreach activities and creation and dissemination of educational materials hereunder.

3. **Records; Reporting.** Contractor shall prepare and maintain the records identified in 14 CCR Section 18995.2(f), arising from the Organic Waste services performed by Contractor, and shall assist City in reporting such information. Contractor will provide an annual report of the following: (i) the tons of Organic Waste collected by route, with map of routes; (ii) the total number of generators that receive each type of Organic Waste collection service provided by Contractor; (iii) the number of Organic Waste collection containers distributed by size and customer type; and (iv) annual totals of Organic Waste processed including facility name and location. Contractor shall provide other records to City within ten (10) business days of a request. Contractor shall provide City with business hours access to and any necessary training for use of a Contractor-hosted records systems in order to validate Contractor performance in accordance with the Organic Waste program specified in this Exhibit.

4. **Recovered Organic Waste Products.**

A. Beginning January 1, 2026 , Contractor shall procure and provide to, or cause to procure and provide, City sufficient quantities of Compost, mulch, and/or California-derived Renewable Natural Gas ("CRNG") to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR Section 18993. Contractor may meet this obligation by one or more of the following activities, as determined by Contractor: (i) the use of CRNG in collection vehicles, provided such CRNG complies with 14 CCR Section 18993.1; and/or (ii) sufficient tons of Compost or mulch. Further, Contractor may utilize other methods approved by CalRecycle or applicable law to ensure that the City achieves the procurement requirements.

B. Contractor shall comply with the recordkeeping and verification requirements of 14 CCR Section 18993.1 and 14 CCR Section 18993.2, as applicable, including but not limited to, records sufficient to evidence the procurement of recovered Organic Waste

products made by Contractor on behalf of City. City shall notify Contractor as soon as practicable of any third-party request under the California Public Records Act (excluding any request by CalRecycle) to review or copy documents provided to City in connection with or related to this Section 4.

5. **Containers.**

A. Container Color. Notwithstanding any provision in this Agreement to the contrary, all containers provided by Contractor to customers must comply with the color requirements specified in 14 CCR Section 18984.7 under the timelines and requirements of such section. Containers shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each container type, as follows: (i) Solid Waste container bodies and/or lids shall be black or gray; (ii) Recyclables container bodies and/or lids shall be blue; and (iii) Organic Waste container bodies and/or lids shall be green. Hardware such as hinges and wheels on the containers may be a different color than specified herein.

B. Container Labeling. Contractor shall, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each new container that has been provided by Contractor to a customer that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that container. Imprints or labels shall clearly indicate items that are Prohibited Container Contaminants for each container.

6. **Ongoing Contamination Monitoring.** Contractor may meet contamination monitoring requirements pursuant to SB 1383 by conducting waste evaluations or route reviews, as follows:

A. Route Reviews. If Contractor elects to perform route reviews, commencing January 1, 2026, Contractor shall conduct route reviews for Prohibited Container Contaminants consistent with and as defined in 14 CCR Section 18984.5(b) in a manner deemed safe by Contractor such that all hauler routes are reviewed annually. Containers may be randomly selected along hauler routes. Contractor shall develop a hauler review methodology in compliance with 14 CCR Section 18984.5(b) and submit it to City not more than annually upon the request of City.

B. Waste Evaluations. If Contractor elects to perform waste evaluations, then, at least twice per year, in two distinct seasons of the year, Contractor shall conduct waste characterizations at facilities owned or operated by Contractor, pursuant to 14 CCR Section 18984.5(c). City maintains the right to observe, or hire a third party to observe, the waste evaluations.

7. **Collection Routes; Commingling.** To the extent permitted by applicable law, and if approved by City Manager in writing, Contractor may collect source separated Organic Waste from multiple cities within one Organic Waste route and, if so, will report to City source-separated Organic Waste tonnage among the cities by volume or other metric required by applicable law.

8. **Contamination Protocols.** In order to prevent Prohibited Container Contaminants, Contractor shall implement the protocols, as specified herein.

A. First Contamination Event. Upon the first discovery of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect

the contaminated waste if safe to do so, treat the waste as garbage for handling and billing purposes, and affix a "Contamination Violation Notice" to any container with contaminated waste. Contractor shall also report issuance of any such notices to City. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste, and Contractor must notify the customer by phone, by U.S. mail, by email, in person, or by tag, of the following: (i) for the third and subsequent discovery of Prohibited Container Contaminants within a given calendar year starting January 1, the customer may be charged a contamination fee for each contaminated container, and (ii) for the fifth and subsequent discovery of Prohibited Container Contaminants within a given calendar year starting January 1, the customer may be charged a contamination fee for each contaminated container and Contractor may increase the size of the customer's container or require an additional container(s). Contractor must also contact the customer by phone, by U.S. mail, by email, in person, or by tag, to ensure that the customer has the appropriate level of service for proper collection of waste.

B. Second Contamination Event. Upon the second discovery of Prohibited Container Contaminants within a given calendar year starting January 1, the protocols specified for a first contamination event shall apply.

C. Third Contamination Event. Upon the third discovery of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the waste in the contaminated container(s) if safe to do so, treat the waste as garbage for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. Contractor may also elect to charge the then-maximum contamination fee for the contamination event. For any assessed contamination fee, Contractor must provide digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants to customer and City.

D. Fourth Contamination Event. Upon the fourth discovery of Contamination within a given calendar year starting January 1, the protocols specified for a third contamination event shall apply.

E. Five or More Contamination Events. Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the waste in the contaminated container(s) if safe to do so, treat the waste as garbage for handling and billing purposes, and charge a contamination fee for each event. For any assessed contamination fee, Contractor must provide digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants to customer and City. Upon five (5) business days' notice to City and the customer, Contractor may (i) increase the size of the customer's container, require additional containers to accommodate excessive Prohibited Container Contaminants, or increase collection frequency; (ii) impose a contamination fee in the amount equal to the then-maximum contamination fee multiplied by six (6) per contaminated container, provided Contractor may credit such fees paid if the customer has demonstrated Prohibited Container Contaminants are not in containers for a period of three (3) consecutive months after any fee assessment hereunder; and/or (iii) provide notice that Contractor has recommended that City commence any applicable code enforcement action against the customer. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending customers.

F. Contamination Records. The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, customer's address, type of container, and photographic evidence.

G. Disputes. If a customer disputes, in writing, an assessment of a contamination fee within thirty (30) days of the assessment, Contractor will temporarily halt any such assessment and Contractor may request a ruling by the City Manager to resolve the dispute. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) business days of a customer's written dispute, and Contractor must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the City Manager will rule on the dispute within ten (10) business days, and the City Manager's decision on resolving the dispute between customer and Contractor will be final.

9. **Generator Waivers.**

A. General. In accordance Section 12-43 of the West Covina Municipal Code, the City may grant waivers (de minimis or physical space) to generators that impact the scope of Contractor's provision of service for those customers. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the City in compliance with applicable law.

B. Requests Submitted to Contractor. Generators may submit requests for de minimis waivers and physical space waivers to City or Contractor. Within seven (7) days of being notified by City of a waiver request, Contractor shall inspect the generator's premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the date of the inspection, customer name and address, a description of the premises, evaluation of each criterion of the relevant waiver type, and photographic evidence. Contractor shall send this information and documentation to City within three (3) days after the inspection date. City ultimately retains the right to approve or deny any application, regardless of the information provided by Contractor. Contractor shall report information regarding waivers reviewed on a monthly basis.

C. Contractor Change in Customers' Service Levels. When City grants a waiver to a customer, or the customer's waiver status changes, City shall notify Contractor within seven (7) days with information on the customer and any changes to service level or collection service requirements for the customer.

D. Reverification of Waivers. Contractor shall conduct reverifications of waivers through inspection of each generator's premises and review of applicable records upon receipt of a request from the City or a written verification of eligibility from the customer as required by the SB 1383 Ordinance. Such reverifications shall be conducted at least once every five (5) years. Contractor shall maintain a record of each waiver reverification and provide a monthly report to the City documenting the waiver reverifications performed and recommendations to the City on those waivers that Contractor concludes are no longer warranted.

10. **Organic Waste Ordinance; Enforcement.** City will enforce its SB 1383 Ordinance including, but is not limited to: sending cease and desist letters at Contractor's request to third parties

engaged in violating the SB 1383 Ordinance; taking code enforcement action against who continue to violate the SB 1383 Ordinance; and initiating any legal actions against violators of the City's SB 1383 Ordinance. Contractor shall not be liable for any claims, actions, obligations, demands, damages, liabilities, costs, or expenses for any damages or injuries caused by or arising from (i) the failure of customers to accept Organic Waste collection services, or (ii) the suspension or termination of services upon nonpayment in whole or in part by customers, provided Contractor reports such instances of noncompliance or nonpayment to City for code enforcement.

EXHIBIT A.1
LIST OF ACCEPTABLE ORGANIC WASTE MATERIALS

GREEN WASTE

- Flower and hedge trimmings
- Grass clippings
- Leaves and branches
- Weeds
- Lumber*
- Scrap wood*
- Plywood*

**Not painted or treated*

FOOD SCRAPS

- Bread, rice, and pasta
- Cheese and dairy
- Coffee grounds and filters
- Fruits and vegetables
- Flowers and herbs
- Meat, bones, and poultry
- Seafood and soft shells
- Pet food (nonmedicated)

FOOD-SOILED PAPER*

- Food-stained paper
- Paper egg cartons
- Paper napkins
- kitchen paper towels
- Pizza boxes
- Plates
- To-go boxes (no coating)
- Wood and fiber-based utensils

**Must be 100% fiber-based. No materials with - plastic, wax, or bioplastic coating, liner, or lami*

UNACCEPTED ITEMS

- All plastics
- Cacti, succulents, and yucca
- Compostable plastics (bioplastics)
- Coffee cups and pods
- Fats, oils, and grease
- Food stickers (please remove from items)
- Gloves
- Hard shells (clams, mussels, oysters)
- Medication
- Palm fronds
- Paper napkins with cleaning chemicals
- Paper towels with cleaning chemicals
- Parchment and wax paper
- Pet waste
- Rocks and soil
- Rubber bands and twist ties
- Tea bags
- Textiles
- Tissues and wet wipes

EXHIBIT A.2
LIST OF ACCEPTABLE RECYCLABLE MATERIALS

PLASTICS

- Plastics number 1 as bottle or clamshell
- Plastics numbers 2, 4, 5, and 7
- Soda, juice, and water bottles
- Beverage and detergent jugs

METALS

- Aluminum foil and pie tins (clean)
- Scrap metal
- Steel cans, dishware, etc.
- Tin and aluminum cans

PAPER

- Paper (clean and dry, white and mixed color)
- Envelopes
- File folders (paper only)
- Junk mail and magazines
- Newspaper
- Paper grocery bags
- Telephone books

Acceptable (but may not be recycled):

- Cereal boxes (no plastic insert)
- Egg cartons (paper only and clean)
- Frozen food boxes
- Soup, milk, and juice cartons

CARDBOARD (or similar)

- Cardboard and corrugated boxes

GLASS

- Amber, green, and mixed-color glass
- Clear food glass jars
- Soda, tea, and liquor bottles

No window glass, porcelain, or non-food-related glass.

[Amendment Attachment 2]

Exhibit E

Maximum Rate Schedule

CITY OF WEST COVINA
Schedule of Rates - Exhibit E
Effective November 1, 2025

ATTACHMENT NO. 1

	New Net Rate	New Franchise Fee	New AB 939 Surcharge	Total Rate
Residential & Multi-Family Standard Collection Service				
3 Cart 96/96/96 - Standard Base Service	41.66	4.63	0.14	46.43
3 Cart 64/64/64	35.36	3.93	0.14	39.43
3 Cart 32/32/32	35.36	3.93	0.14	39.43
3 Cart 96/96/96 (Low Income Senior Discount & Person with Disabilities)	24.50	2.72	0.14	27.36
3 Cart 64/64/64 (Low Income Senior Discount & Person with Disabilities)	20.93	2.33	0.14	23.40
3 Cart 32/32/32 (Low Income Senior Discount & Person with Disabilities)	20.93	2.33	0.14	23.40
Note: Customer cannot change bundle service. If customer increases in size must be all 3 carts at higher rate.				
Commercial & Multi-Family Solid Waste - Standard Bundle Collection Service				
- Standard bundle rate includes 96G recycle and 64G organics				
- Multi-family of 5 units or more				
Commercial - 1.5 Yard Bin:				
1X	259.23	28.80	7.63	295.66
2X	461.59	51.29	13.59	526.47
3X	680.43	75.60	20.03	776.06
4X	899.26	99.92	26.48	1,025.66
5X	1,118.10	124.23	32.92	1,275.25
6X	1,336.94	148.55	39.37	1,524.86
7X	1,555.77	172.86	45.81	1,774.44
Commercial - 3 Yard Bin:				
1X	324.04	36.00	9.54	369.58
2X	619.32	68.81	18.24	706.37
3X	914.59	101.62	26.93	1,043.14
4X	1,209.87	134.43	35.62	1,379.92
5X	1,505.15	167.24	44.32	1,716.71
6X	1,800.42	200.05	53.01	2,053.48
7X	2,095.69	232.85	61.71	2,390.25
Commercial - 4 Yard Bin:				
1X	388.85	43.21	11.45	443.51
2X	725.45	80.61	21.36	827.42
3X	1,071.68	119.08	31.56	1,222.32
4X	1,417.92	157.55	41.75	1,617.22
5X	1,764.16	196.02	51.94	2,012.12
6X	2,110.40	234.49	62.14	2,407.03
7X	2,456.63	272.96	72.33	2,801.92
Commercial - 1.5 Yard Compactor:				
1X	500.39	55.60	14.73	570.72
2X	972.49	108.05	28.63	1,109.17
3X	1,446.76	160.75	42.60	1,650.11
4X	1,921.05	213.45	56.56	2,191.06
5X	2,395.33	266.15	70.53	2,732.01
6X	2,867.42	318.60	84.43	3,270.45
7X	3,341.71	371.30	98.39	3,811.40
Commercial - 3 Yard Compactor:				
1X	667.91	74.21	19.67	761.79
2X	1,307.53	145.28	38.50	1,491.31
3X	1,947.15	216.35	57.33	2,220.83
4X	2,586.78	287.42	76.17	2,950.37
5X	3,224.23	358.25	94.94	3,677.42
6X	3,863.84	429.32	113.77	4,406.93
7X	4,503.47	500.39	132.60	5,136.46
Commercial - 4 Yard Compactor:				
1X	837.60	93.07	24.66	955.33
2X	1,642.57	182.51	48.36	1,873.44
3X	2,447.53	271.95	72.07	2,791.55
4X	3,252.51	361.39	95.77	3,709.67
5X	4,057.48	450.83	119.47	4,627.78
6X	4,862.45	540.27	143.17	5,545.89
7X	5,667.41	629.71	166.87	6,463.99

CITY OF WEST COVINA
Schedule of Rates - Exhibit E
Effective November 1, 2025

ATTACHMENT NO. 1

Commercial & Multi-Family Recycling - Additional Containers Beyond Standard Service				
Commercial - 96G Cart:				
1X	43.92	4.88	1.29	50.09
2X	87.84	9.76	2.59	100.19
3X	131.76	14.64	3.88	150.28
4X	175.68	19.52	5.17	200.37
5X	219.59	24.40	6.47	250.46
6X	263.51	29.28	7.76	300.55
7X	307.43	34.16	9.05	350.64
Commercial - 1.5 Yard Bin:				
1X	137.93	15.33	4.06	157.32
2X	275.86	30.65	8.12	314.63
3X	413.80	45.98	12.18	471.96
4X	551.73	61.30	16.25	629.28
5X	689.66	76.63	20.31	786.60
6X	827.59	91.95	24.37	943.91
7X	965.53	107.28	28.43	1,101.24
Commercial - 3 Yard Bin:				
1X	275.86	30.65	8.12	314.63
2X	551.73	61.30	16.25	629.28
3X	827.59	91.95	24.37	943.91
4X	1,103.46	122.61	32.49	1,258.56
5X	1,379.32	153.26	40.61	1,573.19
6X	1,655.19	183.91	48.74	1,887.84
7X	1,931.05	214.56	56.86	2,202.47
Commercial - 4 Yard Bin:				
1X	367.82	40.87	10.83	419.52
2X	735.64	81.74	21.66	839.04
3X	1,103.46	122.61	32.49	1,258.56
4X	1,471.28	163.48	43.32	1,678.08
5X	1,839.10	204.34	54.15	2,097.59
6X	2,206.92	245.21	64.98	2,517.11
7X	2,574.74	286.08	75.81	2,936.63

Commercial & Multi-Family Organics - Additional Containers Beyond Standard Service				
Commercial - 64G Cart:				
1X	83.41	9.27	2.46	95.14
2X	165.71	18.41	4.88	189.00
3X	248.01	27.56	7.30	282.87
4X	330.32	36.70	9.73	376.75
5X	412.62	45.85	12.15	470.62
6X	494.92	54.99	14.57	564.48
7X	577.22	64.14	17.00	658.36
Commercial - 1.5 Yard Bin:				
1X	157.55	17.51	4.64	179.70
2X	305.92	33.99	9.01	348.92
3X	455.06	50.56	13.40	519.02
4X	603.43	67.05	17.77	688.25
5X	752.57	83.62	22.16	858.35
6X	901.71	100.19	26.55	1,028.45
7X	1,050.08	116.68	30.92	1,197.68
Commercial - 2 Yard Bin:				
1X	186.61	20.73	5.49	212.83
2X	364.05	40.45	10.72	415.22
3X	540.72	60.08	15.92	616.72
4X	718.16	79.80	21.15	819.11
5X	895.59	99.51	26.37	1,021.47
6X	1,073.03	119.23	31.59	1,223.85
7X	1,250.46	138.94	36.82	1,426.22

CITY OF WEST COVINA
Schedule of Rates - Exhibit E
Effective November 1, 2025

ATTACHMENT NO. 1

Temporary Bin Service				
3 Yard Temporary:				
3 Day	229.82	25.54	0.00	255.36
1 Month	431.66	47.96	0.00	479.62
Extra Dump	117.13	13.01	0.00	130.14
Demurrage / Day	11.47	1.27	0.00	12.74
Standard Rolloff & Compactor Rolloff Collection Service				
For any load exceeding five (5) tons ("Excess Weight"), the fee shall equal the Excess Weight (in tons) multiplied by the then-current gate rate at the disposal facility used for that load.				
Regular & Compactor Roll-Off Box (Haul includes up to 5 tons):				
Rolloff Pick Up - Any Size	1,461.84	162.43	0.00	1,624.27
Demurrage / Day	28.64	3.18	0.00	31.82
For any load exceeding four (4) tons ("Excess Weight"), the fee shall equal the Excess Weight (in tons) multiplied by the then-current gate rate at the disposal facility used for that load.				
Recycling:				
Recycling - Any Size (Haul includes up to 4 tons)	644.64	71.63	0.00	716.27
Demurrage / Day	28.64	3.18	0.00	31.82
Organic Waste:				
Organics Roll-Off Haul (Haul includes up to 4 tons)	1,143.57	127.06	0.00	1,270.63
Demurrage / Day	28.64	3.18	0.00	31.82

CITY OF WEST COVINA
Schedule of Supplemental Rates - Exhibit E
Effective November 1, 2025

ATTACHMENT NO. 1

	New Net Rate	New Franchise Fee	New AB 939 Surcharge	Total Rate
Commercial Barrel:				
Automated 96 Gallon Black	168.18	18.69	4.95	191.82
(4 unit customer - 1.5yd bin won't fit, requested 2-96 gal black - same rate as bin)				
Optional and Other Charges:				
All Customers:				
Declined Payment Charge	40.14	4.46	0.00	44.60
Account Stop Service	36.72	4.08	0.00	40.80
Account Reinstate	30.03	3.34	0.00	33.37
Account Site Estimate	9.72	1.08	0.00	10.80
Stand-By Time (each portion of 15 minutes)	51.40	5.71	0.00	57.11
Cart Replacement	148.59	16.51	0.00	165.10
Cart Exchange/Wash-Out (per Cart)	77.83	8.65	0.00	86.48
Contamination Fee (All Streams - Per Occurrence)	65.19	7.24	0.00	72.43
Late Fees (1.5% of past due balance per month, minimum fee)	5.59	0.62	0.00	6.21
Credit Card Convenience Fee (Percentage of total amount charged)	2%	0.00	0.00	2%
Tax Roll Administration Fee	35.22	3.91	0.00	39.13
Bin Enclosure Clean Up (Cost per Hour)	220.00	24.44	0.00	244.44
Residential Cart Service:				
Roll-Out Service	108.27	12.03	0.00	120.30
Extra Barrel (All sizes, All Streams)	10.00	1.11	0.00	11.11
Extra Cart 96G - Sr Discount & Persons with Disabilities (All Streams)	7.33	0.81	0.00	8.14
Extra Cart 64G - Sr Discount & Persons with Disabilities (All Streams)	6.38	0.71	0.00	7.09
Extra Cart 32G - Sr Discount & Persons with Disabilities (All Streams)	6.38	0.71	0.00	7.09
Extra Pick-Up (per Cart)	28.47	3.16	0.00	31.63
Go-Back (per Trip)	28.47	3.16	0.00	31.63
Dead-Run (per Cart)	28.47	3.16	0.00	31.63
Commercial, Multi-Family and Residential Bins:				
Cart Extra Pick-Up	54.48	6.05	0.00	60.53
Scout/Pushout (per container x frequency)	46.81	5.20	0.00	52.01
Bin Delivery	110.15	12.24	0.00	122.39
Bin Removal	110.15	12.24	0.00	122.39
Bin Wash-out	147.28	16.36	0.00	163.64
Bin Exchange	333.00	37.00	0.00	370.00
Bin Extra Maintenance	112.43	12.49	0.00	124.92
Bin Go-Back or Dead-Run	147.28	16.36	0.00	163.64
Bin Extra Dump	117.11	13.01	0.00	130.12
Bin Excess Waste (overflow)	117.11	13.01	0.00	130.12
Bin Excess Weight (overweight)	117.11	13.01	0.00	130.12
Lock-Lid One-Time Set up Charge (per lock)	46.51	5.17	0.00	51.68
Lock-Lid Monthly Svc Charge (per container x frequency)	22.21	2.47	0.00	24.68
Bulky Item - 1st Item	25.00	2.78	0.00	27.78
Each Additional Bulky Item	15.00	1.67	0.00	16.67
Temporary Bins:				
Bin Go-Back or Dead-Run	147.28	16.36	0.00	163.64
Bin Excess Waste (overflow)	151.44	16.83	0.00	168.27
Bin Excess Weight (overweight)	151.44	16.83	0.00	168.27
Lock-Lid One-Time Set up Charge (per lock)	46.51	5.17	0.00	51.68

CITY OF WEST COVINA
Schedule of Supplemental Rates - Exhibit E
Effective November 1, 2025

ATTACHMENT NO. 1

	New Net Rate	New Franchise Fee	New AB 939 Surcharge	Total Rate
Roll-Off & Compactor:				
R/O Load Characterization	211.11	23.46	0.00	234.57
Relocate Box	161.94	17.99	0.00	179.93
Go-Back or Dead-Run	161.94	17.99	0.00	179.93
Plastic Liner	51.40	5.71	0.00	57.11
Impound Illegal Box (plus disposal and city fees)	1,500.00	166.67	0.00	1,666.67
Compactor Rental (per month)	259.09	28.79	0.00	287.88
Compactor Wash Out	397.55	44.17	0.00	441.72
Same Day Rolloff Charge	90.51	10.06	0.00	100.57
Excessive Overweight Haul Fee (per load above 10 tons)	184.72	20.52	0.00	205.24
Excessive Overweight Administrative Charge (per load above 10 tons)	265.55	29.51	0.00	295.06
Other				
Cardboard Boxes	6.36	0.71	0.00	7.07
Box Liners	0.62	0.07	0.00	0.69

[Amendment Attachment 3]

Exhibit F

Quarterly Statement Form

Athens Services
West Covina 20XX
Reconciliation of Fees Collected & Fees Paid

	GROSS RECEIPTS			FRANCHISE FEE			AB939 FEE			TOTAL		
	RES	MF	COM	RES	MF	COM	RES	MF	COM	Gross Receipts Collected	Franchise Fee Collected	AB 939 Surcharge Collected
January	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
February	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
March	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
April	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
May	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
June	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
July	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
August	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
September	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
October	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
November	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 20XX	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

	Check Date	Waste Mgmt Fee	Franchise Fee	AB939
Q1 Payment	MM/DD/YY	$ -	$ -	$ -
Q2 Payment	MM/DD/YY	$ -	$ -	$ -
Q3 Payment	MM/DD/YY	$ -	$ -	$ -
Q4 Payment	MM/DD/YY	$ -	$ -	$ -
Total 20XX		**$ -**	**$ -**	**$ -**

Final Payment Due For Calendar Year 20XX	0.00	0.00

Month:		**Customer Count:**	**XX**
Line of Business:			
Customer #	**Gross Receipts**	**Franchise Fee**	**AB939 Fee**
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -
XXXXX	$ -	$ -	$ -

*Data submitted to the City will include information shown here, in this form or a similar form

ATTACHMENT NO. 2

CITY OF WEST COVINA
Current and Proposed Rate Comparison

	Proposed Rates	Current Rates	% Increase
Residential & Multi-Family Standard Collection Service			
3 Cart 96/96/96 - Standard Base Service	46.43	46.43	0%
3 Cart 64/64/64	39.43	39.43	0%
3 Cart 32/32/32	39.43	39.43	0%
3 Cart 96/96/96 (Low Income Senior Discount & Person with Disabilities)	27.36	27.36	0%
3 Cart 64/64/64 (Low Income Senior Discount & Person with Disabilities)	23.40	23.40	0%
3 Cart 32/32/32 (Low Income Senior Discount & Person with Disabilities)	23.40	23.40	0%
Note: Customer cannot change bundle service. If customer increases in size must be all 3 carts at higher rate.			
Commercial & Multi-Family Solid Waste - Standard Bundle Collection Service			
- Standard bundle rate includes 96G recycle and 64G organics			
Commercial - 1.5 Yard Bin:			
1X	295.66	239.99	23.20%
2X	526.47	381.48	38.01%
3X	776.06	501.22	54.83%
4X	1,025.66	620.89	65.19%
5X	1,275.25	735.52	73.38%
6X	1,524.86	889.69	71.39%
7X	1,774.44	N/A	100.00%
Commercial - 3 Yard Bin:			
1X	369.58	315.88	17.00%
2X	706.37	511.53	38.09%
3X	1,043.14	699.91	49.04%
4X	1,379.92	844.47	63.41%
5X	1,716.71	1,003.53	71.07%
6X	2,053.48	1,181.18	73.85%
7X	2,390.25	1,371.32	74.30%
Commercial - 4 Yard Bin:			
1X	443.51	366.48	21.02%
2X	827.42	598.22	38.31%
3X	1,222.32	832.38	46.85%
4X	1,617.22	993.53	62.78%
5X	2,012.12	1,182.20	70.20%
6X	2,407.03	1,375.51	74.99%
7X	2,801.92	1,583.21	76.98%
Commercial - 1.5 Yard Compactor:			
1X	570.72	239.99	137.81%
2X	1,109.17	381.48	190.75%
3X	1,650.11	501.22	229.22%
4X	2,191.06	620.89	252.89%
5X	2,732.01	735.52	271.44%
6X	3,270.45	889.69	267.59%
7X	3,811.40	N/A	100.00%

CITY OF WEST COVINA
Current and Proposed Rate Comparison

	Proposed Rates	Current Rates	% Increase
Commercial - 3 Yard Compactor:			
1X	761.79	315.88	141.16%
2X	1,491.31	511.53	191.54%
3X	2,220.83	699.91	217.30%
4X	2,950.37	844.47	249.38%
5X	3,677.42	1,003.53	266.45%
6X	4,406.93	1,181.18	273.10%
7X	5,136.46	1,371.32	274.56%
Commercial - 4 Yard Compactor:			
1X	955.33	366.48	160.68%
2X	1,873.44	598.22	213.17%
3X	2,791.55	832.38	235.37%
4X	3,709.67	993.53	273.38%
5X	4,627.78	1,182.20	291.45%
6X	5,545.89	1,375.51	303.19%
7X	6,463.99	NA	100.00%
Commercial & Multi-Family Recycling - Additional Containers Beyond Standard Service			
Commercial - 96G Cart:			
1X	50.09		
2X	100.19		
3X	150.28		
4X	200.37		
5X	250.46		
6X	300.55		
7X	350.64		
Commercial - 1.5 Yard Bin:			
1X	157.32		
2X	314.63		
3X	471.96		
4X	629.28		
5X	786.60		
6X	943.91		
7X	1,101.24		
Commercial - 3 Yard Bin:			
1X	314.63		
2X	629.28		
3X	943.91		
4X	1,258.56		
5X	1,573.19		
6X	1,887.84		
7X	2,202.47		

CITY OF WEST COVINA
Current and Proposed Rate Comparison

	Proposed Rates	Current Rates	% Increase
Commercial - 4 Yard Bin:			
1X	419.52		
2X	839.04		
3X	1,258.56		
4X	1,678.08		
5X	2,097.59		
6X	2,517.11		
7X	2,936.63		
Commercial & Multi-Family Organics - Additional Containers Beyond Standard Service			
Commercial - 64G Cart:			
1X	95.14		
2X	189.00		
3X	282.87		
4X	376.75		
5X	470.62		
6X	564.48		
7X	658.36		
Commercial - 1.5 Yard Bin:			
1X	179.70		
2X	348.92		
3X	519.02		
4X	688.25		
5X	858.35		
6X	1,028.45		
7X	1,197.68		
Commercial - 2 Yard Bin:			
1X	212.83		
2X	415.22		
3X	616.72		
4X	819.11		
5X	1,021.47		
6X	1,223.85		
7X	1,426.22		
Temporary Bin Service			
3 Yard Temporary:			
3 Day	255.36	218.26	17.00%
1 Month	479.62	409.93	17.00%
Extra Dump	130.14	111.23	17.00%
Demurrage / Day	12.74	10.89	16.99%

CITY OF WEST COVINA
Current and Proposed Rate Comparison

	Proposed Rates	Current Rates	% Increase
Standard Rolloff & Compactor Rolloff Collection Service			
For any load exceeding five (5) tons ("Excess Weight"), the fee shall equal the Excess Weight (in tons)			
Regular & Compactor Roll-Off Box (Haul includes up to 5 tons):			
Rolloff Pick Up - Any Size	1,624.27		
Demurrage / Day	31.82		
For any load exceeding four (4) tons ("Excess Weight"), the fee shall equal the Excess Weight (in tons)			
Recycling:			
Recycling - Any Size (Haul includes up to 4 tons)	716.27		
Demurrage / Day	31.82		
Organic Waste:			
Organics Roll-Off Haul (Haul includes up to 4 tons)	1,270.63		
Demurrage / Day	31.82		

ATTACHMENT NO. 3

CITY OF WEST COVINA
CURRENT AND PROPOSED SUPPLEMENTAL RATES

	Proposed Rates	Current Rates	% Increase
Commercial Barrel:			
Automated 96 Galleon Black	191.82	191.82	0.00%
(4 unit customer - 1.5yd bin won't fit, requested 2-96 gal black - same rate as bin)			
Optional and Other Charges:			
All Customers:			
Declined Payment Charge	44.60	38.12	17.00%
Account Stop Service	40.80	34.87	17.01%
Account Reinstate	33.37	28.52	17.01%
Account Site Estimate	10.80	9.23	17.01%
Stand-By Time (each portion of 15 minutes)	57.11	48.82	16.98%
Cart Replacement	165.10	141.11	17.00%
Cart Exchange/Wash-Out (per Cart)	86.48	34.87	148.01%
Contamination Fee (All Streams - Per Occurrence)	72.43	N/A	100.00%
Late Fees (1.5% of past due balance per month, minimum fee)	6.21	N/A	100.00%
Credit Card Convenience Fee (Percentage of total amount	2%	N/A	100.00%
Tax Roll Administration Fee	39.13	N/A	100.00%
Bin Enclosure Clean Up (Cost per Hour)	244.44	N/A	100.00%
Residential Cart Service:			
Roll-Out Service	120.30	24.74	386.26%
Extra Barrel (All sizes, All Streams)	11.11	9.38	18.44%
Extra Cart 96G - Sr Discount & Persons with Disabilities (All	8.14	7.03	15.79%
Extra Cart 64G - Sr Discount & Persons with Disabilities (All	7.09	7.03	0.85%
Extra Cart 32G - Sr Discount & Persons with Disabilities (All	7.09	7.03	0.85%
Extra Pick-Up (per Cart)	31.63	31.63	0.00%
Go-Back (per Trip)	31.63	31.63	0.00%
Dead-Run (per Cart)	31.63	31.63	0.00%
Commercial, Multi-Family and Residential Bins:			
Cart Extra Pick-Up	60.53	51.73	17.01%
Scout/Pushout (per container x frequency)	52.01	N/A	100.00%
Bin Delivery	122.39	104.61	17.00%
Bin Removal	122.39	104.61	17.00%
Bin Wash-out	163.64	139.87	16.99%
Bin Exchange	370.00	139.87	164.53%
Bin Extra Maintenance	124.92	106.77	17.00%
Bin Go-Back or Dead-Run	163.64	76.91	112.77%
Bin Extra Dump	130.12	111.22	16.99%
Bin Excess Waste (overflow)	130.12	111.22	16.99%
Bin Excess Weight (overweight)	130.12	111.22	16.99%
Lock-Lid One-Time Set up Charge (per lock)	51.68	44.18	16.98%
Lock-Lid Monthly Svc Charge (per container x frequency)	24.68	21.09	17.02%
Bulky Item - 1st Item	27.78	N/A	100.00%
Each Additional Bulky Item	16.67	N/A	100.00%

CITY OF WEST COVINA
CURRENT AND PROPOSED SUPPLEMENTAL RATES

	Proposed Rates	Current Rates	% Increase
Temporary Bins:			
Bin Go-Back or Dead-Run	163.64	139.87	16.99%
Bin Excess Waste (overflow)	168.27	143.81	17.01%
Bin Excess Weight (overweight)	168.27	143.81	17.01%
Lock-Lid One-Time Set up Charge (per lock)	51.68	44.18	16.98%
Roll-Off & Compactor:			
R/O Load Characterization	234.57	200.49	17.00%
Relocate Box	179.93	153.79	17.00%
Go-Back or Dead-Run	179.93	153.79	17.00%
Plastic Liner	57.11	48.82	16.98%
Impound Illegal Box (plus disposal and city fees)	1,666.67	1,046.08	59.33%
Compactor Rental (per month)	287.88	246.06	17.00%
Compactor Wash Out	441.72	377.53	17.00%
Same Day Rolloff Charge	100.57	NA	100.00%
Excessive Overweight Haul Fee (per load above 10 tons)	205.24	N/A	100.00%
Excessive Overweight Administrative Charge (per load above 10 tons)	295.06	N/A	100.00%
Other			
Cardboard Boxes	7.07	N/A	100.00%
Box Liners	0.69	N/A	100.00%

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 16, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF CITY WASTE CAPACITY AND SUSTAINABILITY AGREEMENT BETWEEEN THE CITY AND ATHENS SERVICES**

RECOMMENDATION:

It is recommended that the City Council approve the City Waste Capacity and Sustainability Agreement between the City and Arakelian Enterprises, Inc. dba Athens Services, in such final form as approved by the City Attorney.

BACKGROUND:

California Public Resources Code section 40059(a) authorizes the City to determine aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services. California Public Resources Code section 40059(a) also authorizes the City to determine whether such services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety, and well-being so require, by partially exclusive or wholly exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding.

The City contracts or may contract for, or otherwise permits certain solid waste haulers to collect, solid waste generated within the boundaries of the City, and the City has the authority to direct or encourage haulers of such waste as well as residents and businesses engaged in self-hauling or similar incidental collection activities to transport solid waste generated within the City to designated facilities in a manner consistent with the protection of public health and safety.

Arakelian Enterprises, Inc. dba Athens Services, the City's franchised waste collection company, owns or operates material recovery facilities and similar facilities in Los Angeles County, which are proximate to the boundaries of West Covina, and is willing to provide capacity and accept non-hazardous solid waste generated in the City at its facilities.

DISCUSSION:

Athens and City staff have prepared a proposed City Waste Capacity and Sustainability Agreement ("Sustainability Agreement") between the City and Athens. Key terms of the proposed agreement include:

- Athens will provide an annual sustainability payment of $1,500,000 to be used at the discretion of the City. Each year, the sustainability payment will be increased by the percent change in the Consumer Price Index (CPI) for All Urban Consumers.
- Athens will provide capacity for City Waste, as defined, at Athens' facilities.
- City will engage in good faith efforts to deliver or cause to be delivered all City Waste to Athens' facilities.
    - In connection with these good faith efforts, the City may develop incentives, programs, policies, or other actions within the City and/or at Athens' facilities to facilitate the delivery of City Waste at Athens' facilities.
    - To the extent permissible by law, the City is required to include a provision in any future franchise, license, permit, or contract authorizing the collection of City Waste, that all City Waste be delivered to Athens' facilities.
    - The City is required to engage in good faith efforts to enforce the West Covina Municipal Code to prevent illegal hauling.
- Either party may terminate the agreement for default.
- If the City provides written notice of termination of the franchise agreement or the franchise agreement is deemed null, void or of no force and effect, in whole or in part, Athens may immediately terminate the Sustainability Agreement. If Athens terminates the Sustainability Agreement, the City is required to return the most recently paid sustainability payment on a prorated basis from the date of Athens' written notice of termination to December 31.

Section 2-330(a) of the West Covina Municipal Code states: "Unless otherwise approved by the city council, the maximum duration for any agreement for goods and/or services shall not exceed five (5) years. Prior to approving any agreement with a duration that exceeds five (5) years, the city shall document the rationale for entering into the agreement and why such agreement is in the best interest of the city."

The proposed Sustainability Agreement is not an agreement for goods or services to be provided to the City. Rather, Athens is providing an annual sustainability payment to the City in exchange for the City making good faith efforts to direct City Waste to be delivered to Athens' facilities. Therefore, Section 2-330(a) does not apply to the Sustainability Agreement.

Staff recommends that the City Council approve the proposed Sustainability Agreement, in such final form as approved by the City Attorney.

LEGAL REVIEW:

The City Attorney's Office will review and approve the final form of the agreement prior to execution.

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Attachments

Attachment No. 1 - Agreement

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
A Well-Planned Community
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

CITY WASTE CAPACITY AND SUSTAINABILITY AGREEMENT BETWEEN CITY OF WEST COVINA AND ARAKELIAN ENTERPRISES, INC.

This City Waste Capacity and Sustainability Agreement ("Agreement") is dated January 1, 2026, by and between the City of West Covina ("City") and Arakelian Enterprises, Inc. dba Athens Services, a California corporation ("Contractor"). City and Contractor may be individually referred to as "Party" and collectively as "Parties."

RECITALS

A. The Legislature of the State of California, by its adoption of California Public Resources Code § 40002, has declared that it is in the public interest of the State to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdictions, consistent with the policies, standards, and requirements of California Public Resources Code § 40000 et seq. and all regulations adopted pursuant thereto;

B. California Public Resources Code § 40059(a) authorizes the City to determine aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services;

C. California Public Resources Code § 40059(a) authorizes the City to determine whether such services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety, and well-being so require, by partially exclusive or wholly exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding;

D. The City contracts or may contract for, or otherwise permits certain solid waste haulers to collect solid waste generated within the boundaries of the City, and the City has the authority to direct or encourage haulers of such waste as well as residents and businesses engaged in self-hauling or similar incidental collection activities to transport solid waste generated within the City to designated facilities in a manner consistent with the protection of public health and safety;

E. SB 1383, and other applicable law, requires that the City meet strict goals with regard to the diversion and proper processing of recyclables, organics, and other types of waste that would otherwise be disposed of from the City in landfills;

F. The City wishes to ensure the availability of disposal and processing facilities to support Citywide diversion of all solid waste generated in the City as a means to support the City's compliance with applicable law, including SB 1383;

G. The Contractor owns or operates material recovery facilities and similar facilities in Los Angeles County, which are proximate to the boundaries of the City or may own or operate additional such facilities in the future (collectively, "Contractor Facilities") and is willing to provide capacity and accept non-hazardous solid waste generated in the City at the Contractor Facilities, subject to the provisions of this Agreement;

H. The City is willing and able to engage in good faith efforts to deliver or cause to deliver such waste to Contractor Facilities, to the extent permissible by applicable law;

I. The City has determined that the execution of this Agreement by the City is in the best interests of the City and will serve the public health, safety and welfare of the City by providing greater waste diversion in accordance with state law, more predictable and reliable long-term processing service, and the continuation of sound environmental management.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein set forth, and of the undertakings of each Party to the other, the Parties do hereby promise and agree as set forth below.

AGREEMENT

1. **Term.** The term of this Agreement shall be for five (5) years beginning January 1, 2026, and ending on December 31, 2030, provided, however, that commencing on the first anniversary date of January 1, 2027, and on every anniversary date thereafter, an automatic one-year extension shall commence so that the term of the Agreement thereafter shall remain at a constant five (5) years ("Term") unless sooner terminated in accordance with Sections 7(a)-(b) or as a result of modifications to this Agreement pursuant to Section 12.

2. **Sustainability Payment.**

a. **Sustainability Payment.** Subject to the terms and conditions of this Agreement, beginning January 1, 2026 and each January 1 of the Term thereafter, Contractor agrees to make an annual payment of $1,500,000 per year ("Sustainability Payment") to City to be used at the discretion of the City. Beginning on January 1, 2027, and on each January 1 thereafter during the Term, the Sustainability Payment shall be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers (Los Angeles–Long Beach–Anaheim) measured from November to November of the preceding year. For the avoidance of doubt, the Sustainability Payment is an advance payment made in consideration of the City's performance of the obligations specified in this Agreement during the contract year in which such payment is made, beginning January 1 and ending December 31.

b. **Unanticipated Changes.** In the event of Unanticipated Changes, as defined herein, Contractor shall be entitled to a reduction in the Sustainability Payment or other modifications to the Agreement as may be reasonably necessary. A final determination concerning an application for changes to the Sustainability Payment or other modifications to the Agreement will be considered by the City Council within thirty (30) days of Contractor's request, unless extended by mutual agreement between the Parties, and cannot be unreasonably denied upon Contractor's demonstration of Unanticipated Changes. For the purposes of this Agreement, "Unanticipated Changes" include but are not limited (i) an event or circumstance occurred or will occur which is not reasonably foreseeable, and is not a usual business risk of Contractor; or (ii) an event or circumstance occurred or will occur which is beyond the control of Contractor; or (iii) it is necessary for Contractor to make a substantial change in its operation, or substantial capital investment, in order to perform its obligations under this Agreement or to meet the requirements of

applicable law or regulation; or (iv) change in law or City action such as but not limited to any changes that affect whether City directs or causes to direct City Waste to Contractor Facilities.

3. **Contractor Obligations.** Subject to the terms and conditions of this Agreement, Contractor shall provide capacity for all the following materials generated in the City (collectively, "City Waste") at Contractor Facilities: (i) municipal solid waste, including garbage, refuse, rubbish, and similar materials ("MSW"); (ii) organic waste including food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. Contractor shall transfer Organic Waste deemed acceptable by Contractor to a facility selected by Contractor capable of processing Organic Waste in accordance with applicable law, which includes but is not limited to the American Organics processing facility at 20055 Shay Rd., Victorville, CA 92394 ("Organic Waste"); (iii) recyclable materials including materials which can be reused or processed into a form suitable for reuse through reprocessing or remanufacture, and includes paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, polyethylene terephathalate (PET) or other plastics, beverage containers, compostable materials, phone books, used motor oil, and such other materials designated by Contractor, or designated as recyclables by CalRecycle, or any other agency with jurisdiction ("Recyclable Materials"); (iv) construction and demolition debris including discarded materials removed from premises, resulting from construction, renovation, remodeling, repair, deconstruction, or demolition operations on any pavement, house, commercial building, or other structure or from landscaping. Such materials include but are not limited to "inert wastes" as defined in Public Resources Code § 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt), gravel, plaster, gypsum wallboard, aluminum, glass, plastic pipe, roofing material, carpeting, wood, masonry, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings, and other structures ("C&D Materials"). At the City's request, or as required of Contractor under applicable law, Contractor will generate, and deliver to the City, CalRecycle, or any agency with jurisdiction, reports pertaining to the recycling and diversion of solid waste relating to City Waste processed at Contractor Facilities. If a given Contractor Facility reaches capacity to accept City Waste, Contractor will designate an acceptable Contractor Facility for use.

4. **City Obligations.** City shall engage in good faith efforts to deliver or cause to be delivered all City Waste to Contractor Facilities to the extent permissible under applicable law. City will provide reasonable assurances and take reasonable actions as may be reasonably requested by Contractor in order to give full effect to this provision. Without limiting the foregoing, (i) City may develop incentives, programs, policies, or other actions within the City and/or at Contractor Facilities to facilitate the delivery of City Waste at Contractor Facilities; (ii) to the extent permissible by law, City agrees to include a provision in any future franchise, license, permit, or contract authorizing the collection of City Waste, that all City Waste be delivered to Contractor Facilities; and (iii) City shall engage in good faith efforts to enforce the West Covina Municipal Code to prevent illegal hauling.

5. **Performance Standards.**

a. **Operating Hours.** Contractor is required to accept City Waste that is delivered Monday through Saturday between the normal business hours of 6 a.m. and 8 p.m., or as may be adjusted by Contractor.

b. **Tracking; Scales and Weighing.** Contractor shall operate and maintain permanent scales at the Contractor Facilities in compliance with applicable law. Contractor shall weigh all vehicles delivering City Waste upon initial delivery. Gross, tare and net weights will be recorded, along with vehicle number, date and time of delivery. Contractor shall maintain all such reports for three (3) years. Contractor shall cause the scales to be calibrated and tested in accordance with applicable law. In the event that the scales are temporarily unavailable, the Contractor shall estimate the amount of City Waste based on historical records.

c. **Permits.** Contractor shall obtain and maintain, at Contractor's sole cost, all permits required under applicable law to perform the services required of Contractor hereunder. Contractor shall provide City copies of permits for the Contractor Facilities upon reasonable request. Contractor will comply with all permits, including any mitigation measures related to the operation and maintenance of the Contractor; notwithstanding, Contractor is solely responsible for paying any fines or penalties imposed for noncompliance with or violation of permits or failure to obtain permits.

d. **Excluded Waste.** Contractor shall not be obligated to accept Excluded Waste. "Excluded Waste" means any City Waste determined by Contractor to be (i) defined, regulated or listed as "hazardous," "toxic," a "pollutant," "biomedical," "infectious," "volatile," or words of similar import under any applicable laws, (ii) "designated waste" as defined in California Water Code Section 13173; (iii) "medical waste" as defined under the California Medical Waste Management Act; (iv) materials that would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or the City to potential liability; or (v) prohibited from being received or processed at Contractor Facilities under applicable permits or applicable law. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over Excluded Waste, Excluded Waste shall be construed to have the broader, more encompassing definition.

e. **Contaminated Waste.** Contractor shall not be obligated to accept Contaminated Waste. The presence of Contaminated Waste shall be determined by Contractor's visual or digital inspection. "Contaminated Waste" means loads with Recyclable Materials or Organic Waste commingled with City Waste other than Recyclable Materials or Organic Waste, respectively; loads with Organic Waste commingled with non-organic City Waste; or upon notice to City, any loads that Contractor deems contaminated in accordance with industry standards, applicable law, or prevailing market conditions.

f. **Unavailability.** During the Term, Contractor shall make Contractor Facilities available for City Waste except to the extent Contractor Facilities are unavailable. A Contractor Facility will be deemed "unavailable" if, prior to the delivery of City Waste, Contractor advises the City by telephone and email or facsimile of any situation, event, or circumstance not within Contractor's control which results in the partial or complete inability of the Contractor to

receive City Waste at the subject Contractor Facility. Contractor shall use its best efforts to resume normal operation of the Contractor Facility as soon as possible.

g. **Policies and Procedures.** Contractor reserves the right to request that any party agree in writing to comply with all Contractor policies and procedures, as such may be added or amended from time to time, relating to use of Contractor Facilities as a condition to access Contractor Facilities, including but not limited to hours of operation, recordation of gross, tare and net weights, disposition of Unacceptable Waste as defined herein, site and vehicle safety, and compliance with applicable law.

6. **Right to Inspect City Waste; Unacceptable Waste.** Contractor shall have the right to inspect vehicles delivering material to any Contractor Facility and may require that the hauler remove any Excluded Waste or Contaminated Waste (collectively, "Unacceptable Waste") from any such vehicle before it is unloaded. Contractor may reject the entire load carried by the vehicle, and Contractor shall require that the hauler immediately remove or cause the removal of the entire delivery from the Contractor Facility if Contractor determines that (i) it is impractical to separate City Waste from Unacceptable Waste in any vehicle, or if the hauler is unwilling to make such separation, or (ii) if any vehicle is carrying waste which may spill or leak. Under no circumstances shall Contractor be obligated to permit the discharge of loads with Unacceptable Waste in whole or part.

7. **Termination.**

a. **Termination for Substantial Failure to Fulfill Obligations.** This Agreement may be terminated in writing by either Party in the event of a substantial failure by the other Party to fulfill its obligations under this Agreement through no fault of the terminating Party, provided that no termination may be effected unless the other Party is given (i) not less than sixty (60) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, including a description of the substantial failure, and (ii) an opportunity for consultation with the terminating Party prior to termination. The opportunity for consultation will include an opportunity to cure the events leading to any substantial failure within thirty (30) calendar days of the terminating Party's written notice. If additional time is needed to effectuate a cure, such time may be requested in writing from the terminating Party subject to the terminating Party's approval, which will not be unreasonably withheld.

b. **Termination Without Cause.** Notwithstanding any provision in this Agreement to the contrary, Contractor may terminate this Agreement in writing without cause effective immediately (i) upon City issuing any notice of termination as specified in Section 3.1(B) of that certain "Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables," dated June 2, 1999, as amended ("Franchise Agreement") or (ii) in the event the Franchise Agreement is otherwise deemed null, void, and/or of no force or effect in whole or part by a court of competent jurisdiction. Upon such termination, City shall refund to Contractor the unused portion of the most recent Sustainability Payment within thirty (30) days of issuance of Contractor's notice of termination. The refund shall be calculated on a daily pro-rata basis, using the following formula: Refund Amount = Annual Sustainability Payment × (Number of calendar days remaining in the contract year ÷ 365). For the avoidance of

doubt, the period for calculation shall begin on the effective date of termination and end on December 31 of the same calendar year.

c. **Remedies Not Exclusive.** The rights and remedies of either Party provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. **Meet and Confer.** Once each year of the Term, upon the written request of either Party, the Parties shall meet once to discuss this Agreement, including but not limited to: (i) adjustments or modifications of the Term of the Agreement as defined in Section 1; (ii) adjustments or modifications to the Sustainability Payment as defined in Section 2 of this Agreement; (iii) diversion and processing of City Waste; and (iv) the City's performance of its obligations set forth in Section 4 of this Agreement. In addition to the foregoing, should City desire that the one-year renewal and extension specified in Section 1 be terminated, City may request (and Contractor shall participate in) a supplemental meet and confer session to discuss the same. For the avoidance of doubt, any modifications to this Agreement arising from meet and confer sessions between the Parties must be made in accordance with Section 12.

9. **Disputes.** If any dispute, controversy, or claim arises out of or relates to the enforcement or interpretation of this Agreement, or any part thereof, the Parties agree to submit the dispute, controversy, or claim to binding arbitration. Such arbitration shall be conducted by a single arbitrator. If, within twenty (20) days from the receipt of a request to arbitrate (or such longer period mutually agreed to by the Parties), the Parties are unable to agree on an arbitrator, then a single arbitrator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, which shall govern any arbitration requested under this provision. Each Party shall bear its own costs and expenses of any arbitration. Each Party shall pay one-half of the costs of the arbitrator.

10. **Assignment.** Neither this Agreement nor any of the rights or obligations of the Contractor hereunder may be transferred or assigned by Contractor without the prior written consent of the City Manager, which may not be unreasonably withheld. Notwithstanding the foregoing, a transfer or assignment to a family member or an affiliate of Contractor may be undertaken upon notice to the City Manager, but without the requirement for its approval. For the purposes of this provision, (i) "family member" means any parents, grandparents, siblings, children, and grandchildren of individuals having a shareholder or other equity interest in Contractor; and (ii) "affiliate" means any person or legal entity that, directly or indirectly, controls, is controlled by, or is under common control with Contractor.

11. **Force Majeure.** In the event that performance on the part of any Party hereto is affected as a result of circumstances beyond the reasonable control and without the fault and negligence of said Party, any non-performance arising therefrom shall be excused. Circumstances deemed to be beyond the control of the Parties hereunder include but are not limited to acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; and freight embargoes or delays in transportation to the extent that they are not caused by the Party's willful or negligent acts or omissions and to the extent that they are beyond the Party's reasonable control.

12. **Amendments.** Amendments, changes, or modifications in the terms of this Agreement may be made at any time by mutual written agreements between the Parties hereto and shall be signed by the persons authorized to bind the Parties thereto.

13. **Applicable Law.** This Agreement is governed by, and construed and enforced in accordance with, the law of the State of California, without giving effect to the state's principles of conflicts of laws. Nothing in this Agreement shall be construed as obligating Contractor to perform services in furtherance of City's compliance with laws and regulations arising from changes in law prior to City and Contractor having agreed to any adjustment in services or fees that may be appropriate for such changes in law.

14. **Jurisdiction; Venue.** Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

15. **Headings.** Any headings preceding the text of the articles, sections, and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

16. **Interpretation.** The language of this Agreement shall be construed according to its fair meaning and not strictly for or against City or Contractor. Any rule or law that would require interpretation of any term or ambiguity in this Agreement against the party that drafted the applicable provision is waived.

17. **Notices.** The names and/or titles of the persons who are authorized to give written notices or to receive written notices on behalf of City and on behalf of Contractor under this Agreement shall be as set forth below.

For City:		**For Contractor:**	
Title:	City Manager	Contractor:	Athens Services
Address:	1444 W. Garvey Ave. S.	Attn. (name):	Gary Clifford
	West Covina, CA 91790	Title:	Executive Vice President
Phone:	(626) 939-8401	Address:	14048 Valley Blvd
			City of Industry, CA 91746
		Phone:	(626) 336-3636

Each Party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

18. **Severability.** Should any portion of this Agreement be determined to be void or unenforceable by a court of competent jurisdiction, such shall be severed from the whole and the Agreement will continue as modified. Notwithstanding the foregoing, in the event either Section 3 or 4 of this Agreement is determined to be void or unenforceable, this Agreement shall be deemed terminated and the then-most recently paid Sustainability Payment shall be returned to Contractor on a pro-rata basis starting the date of termination using the formula specified in Section 7(b).

19. **Recitals.** In the event of a conflict between the recitals and the operative provisions of this Agreement, the operative provisions shall prevail.

20. **Waiver.** No action of Contractor or City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either Party of the other Party's compliance with any term or provision of this Agreement. No course of dealing or delay by Contractor or City in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers, and remedies. No single or partial exercise of (or failure to exercise) any right, power, or remedy of Contractor or City under this Agreement shall preclude any other or further exercise thereof of any other right, power, or remedy.

21. **Further Assurances.** At any and all times the Contractor and the City so far as may be authorized by law shall pass, make, do, execute, acknowledge, and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers, and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

22. **Relationship of Parties; Independent Contractor.** Contractor is an independent contractor of City and nothing in this Agreement shall be deemed to constitute either Party a partner, agent, or legal representative of the other Party or to create any fiduciary relationship between the Parties. The work and labor herein provided for shall be performed and furnished by Contractor as an independent contractor and under the sole supervision, management, direction, and control of Contractor in accordance with the terms and conditions of this Agreement. This Agreement shall not be construed to create a partnership, joint venture, or employment relationship between the Parties.

23. **Due Execution.** The person(s) executing this Agreement on behalf of the Parties hereto warrant(s) that (i) such Party is duly organized and existing; (ii) such person(s) are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) entering into this Agreement does not violate any provision of the West Covina Municipal Code and any other agreement to which said Party is bound.

24. **Entire Agreement; Integration.** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Agreement.

25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original.

26. **Third Party Beneficiary.** This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

27. **Effective Date.** This Agreement is hereby deemed effective when all of the following have occurred: (i) approval of the Agreement by the City Council; and (ii) signing and

delivery of this Agreement on behalf of the individual(s)s authorized to bind City and Contractor hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth below.

CITY OF WEST COVINA

By: _____
Milan Mrakich
Acting City Manager

Dated: _____

ARAKELIAN ENTERPRISES INC. dba ATHENS SERVICES

By: _____
Ron Arakelian, III
Executive Officer

Dated: _____

ATTEST:

By:_____
Lisa Sherrick
Assistant City Clerk

Dated: _____

APPROVED AS TO FORM:

By:_____
Thomas P. Duarte
City Attorney

Dated: _____

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 16, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF CHANGING ORDER OF BUSINESS FOR REGULAR CITY COUNCIL MEETINGS**

RECOMMENDATION:

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2025-103 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CHANGING THE ORDER OF BUSINESS FOR REGULAR CITY COUNCIL MEETINGS

BACKGROUND:

At the December 2, 2025 City Council meeting, Mayor Lopez-Viado requested that the City Council consider moving the order of the City Manager's Report before the Oral Communications section of the agenda.

DISCUSSION:

In response to Mayor Lopez-Viado's request to change the order for the City Manager's Report to take place before the Oral Communications section of the agenda, staff has prepared the attached resolution for consideration by the City Council to make the requested change.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Monique De La Rosa Deputy City Clerk

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

This is strictly an administrative item. Therefore, there is no fiscal impact associated with this action.

Attachments

Attachment No. 1 - Resolution No. 2025-103

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

RESOLUTION NO. 2025-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CHANGING THE ORDER OF BUSINESS FOR REGULAR CITY COUNCIL MEETINGS

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, Section 2-37 of the West Covina Municipal Code provides in relevant part that at regular City Council meetings, the business of the Council shall be taken up for consideration and disposition in the order established by the Council; and

WHEREAS, the current order of business is as follows:

(a) Invocation
(b) Pledge of Allegiance
(c) Roll Call
(d) Reporting Out from Closed Sessin
(e) Presentations
(f) Oral Communications
(g) City Manager's Report
(h) Consent Calendar
(i) Departmental Regular Matters
(j) Mayor/Council Reports
(k) City Council Requests for Reports, Studies or Investigation
(l) City Council Comments
(m) Adjournment; and

WHEREAS, the City Council desires to adjust the order of business.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The order of business for regular City Council meeting agendas shall be as follows:

(a) Call to Order
(b) Invocation
(c) Pledge of Allegiance
(d) Roll Call
(e) Reporting Out from Closed Sessin
(f) Presentations
(g) City Manager's Report
(h) Oral Communications
(i) Consent Calendar

(j) Departmental Regular Matters
(k) Mayor/Council Reports
(l) City Council Requests for Reports, Studies or Investigation
(m) City Council Comments
(n) Adjournment.

SECTION 2. All prior resolutions or policies which adopted the order of business for regular City Council meetings are hereby repealed.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions, and it shall become effective immediately.

APPROVED AND ADOPTED this 16th day of December, 2025.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-103 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 16th day of December, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

AGENDA ITEM NO. 5

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 16, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **REVIEW OF REQUEST FOR PROPOSAL FOR THE DEL NORTE PARK IMPROVEMENTS & DOG PARK PROJECT - PROJECT NO. 24001**

RECOMMENDATION:

Staff recommends that the City Council authorize the Public Works Department to issue a formal Request for Proposals (RFP) for the Del Norte Park Improvements & Dog Park Project- Project No. 24001.

BACKGROUND:

On December 17, 2025, Councilmember Gutierrez requested that staff issue a Request for Proposals (RFP) for the Del Norte Park Improvements and Dog Park Improvements and return the item to the City Council for consideration.

On February 24, 2025, City staff issued an RFP for architectural services related to the planned improvements at Del Norte Park and the Dog Park. The objective of the RFP was to obtain construction-ready plans to support the proposed upgrades. The scope of work included several enhancements to the Dog Park, such as expanding the park area and dividing it into three sections to facilitate regular maintenance. Additional improvements included replacing the existing fencing with a new six-foot, predator-resistant fence with coyote rollers; installing secure access gates; new concrete paving; upgraded amenities (including pet waste stations, dual-purpose drinking fountains for dogs and people, benches, trash receptacles, and dog play equipment); and area lighting. Restroom improvements were also included in the scope and consisted of ADA-compliant upgrades, new fixtures (toilets, sinks, and hand dryers), and exterior enhancements such as updated roofing, fascia boards, and roof eaves.

On May 6, 2025, the consideration of an agreement with a designer was brought before the City Council for award of a Professional Services Agreement for design services. At that meeting, the City Council voted to reject all proposals and directed staff to readvertise the project following the adoption of the Parks Master Plan, which was anticipated to be completed in November 2025.

On August 8, 2025, the City's engineering consultant, Transtech Engineers, Inc., prepared and submitted a grant application on behalf of the City for the Land and Water Conservation Fund (LWCF) in the amount of $650,000. As part of the grant requirements, the City is required to provide a 50 percent match, resulting in a total construction project budget of $1,300,000 if the grant is awarded. The grant award announcement is anticipated in early 2026. Additionally, if federal funds are awarded and utilized, the LWCF requires that outdoor recreation park facilities within the LWCF Boundary Area Map remain accessible to the public and protected for public outdoor recreation purposes.

DISCUSSION:

To ensure the project meets the needs of the community, staff is seeking City Council feedback on the proposed Request for Proposals (RFP) included as Attachment No. 1 – Draft RFP. The Draft RFP is substantially the same as the version previously issued in February 2025, as the Parks Master Plan has not yet been adopted.

The Draft RFP solicits professional design services for the Del Norte Park and Dog Park Improvements Project. The scope of work includes the design of dog park upgrades and renovations, such as expansion of the park area and division into three sections to allow for regular maintenance; replacement of the existing fencing with new six-foot, predator-resistant fencing; new concrete paving; and new equipment and amenities including pet waste receptacles, dual-purpose drinking fountains for dogs and people, benches, trash receptacles, dog play equipment, and area lighting. The scope also includes restroom improvements, such as facility upgrades (toilets, sinks, hand dryers), ADA-compliant improvements, and exterior enhancements.

The RFP specifies that proposals will be evaluated based on the evaluation criteria outlined in the table below.

Proposal Evaluation Criteria	Max Points
Completeness of the SOQs and compliance with the required RFP format.	5
Project understanding, scope and approach to develop the project efficiently.	20
Experience and qualifications of key staff.	20
Similar project experience, including familiarity with State and Federal procedures	20
Effectiveness of Project Schedule showing how the proposer will be able to complete the design within the required time duration	20
Fees proposed to complete the design within the required duration.	15
Total Points	100

Additionally, the RFP provides that, at the City's discretion, in-person interviews may be conducted in accordance with Section 9, Oral Presentations, of the RFP with up to the three highest-scoring proposers based on the evaluation rubric. All interviewed proposers will be asked the same questions, with equal point values assigned to each question. If interviews are conducted, the contract award will be based on the highest combined interview score.

Project Timeline

If approved, the Request for Proposals can be released with a close date in January 2026.

LEGAL REVIEW:

The City Attorney's Office did not review this report or the draft RFP.

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation; or
2. Provide alternative direction.

Prepared by: Robert Ortega, CIP Project Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Attachments

Attachment No. 1 - Draft RFP

CITY COUNCIL GOALS & OBJECTIVES: A Creative and Active Community
A Well-Planned Community

ATTACHMENT NO. 1

ARCHITECTURAL DESIGN SERVICES, DEL NORTE PARK IMPROVEMENTS & DOG PARK	Approved by:	RFP No.
		Effective Date

1. GENERAL

The City of West Covina (City) is seeking proposals from qualified vendors to provide Architectural Design Services for the Del Norte Park Improvements & Dog Park.

2. RFP SCHEDULE

- RFP release: To be determined.
- Questions due: To be determined.
- (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: To be determined.
  (Responses will be posted on City's Planet Bids portal)
- Proposals due: To be determined.
- Selection of proposer (tentative date): To be determined.
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at https://www.westcovina.org/departments/finance/finance/bids-rfps.

Proposals must be submitted with the following attachments:

Attachment A: Statement of Non-Collusion by Contractor
Attachment B: Subcontractor Campaign Contribution Acknowledgement Form
Attachment C: Sam.gov Verification – Debarment & Suspension Verification
Attachment D: Fee Schedule
Attachment F: Certificate of Insurance
Attachment G: W-9

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Proposals must be submitted no later than **X:XX PM** on **to be determined.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFP is Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

All questions regarding the specifications in this RFP are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

Services

The City offers 16 parks, four community centers, a Sports Complex, and a County-operated library. The City provides a full range of services to its citizens, including police, fire and emergency medical; construction and maintenance of streets, traffic signalization and other infrastructure; planning and building safety; and social, recreational and cultural activities and events. However, the City contracts out building and safety services, engineering, and business licensing. Additionally, water utilities and solid services are provided and billed externally.

The City is financially accountable for the Successor Agency to the former Redevelopment Agency of the City of West Covina, a financing authority, and a housing authority, which are combined within the City's financial statements.

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6. SCOPE OF SERVICES

The scope of services to be provided is described in Attachment E of this RFP.

7. CONTRACT PERIOD

It is anticipated that the initial term of the agreement will be for a period of two (2) years, with the option to extend the term for up to one (1) additional years upon mutual written agreement of the City and the selected contractor, contingent upon satisfactory performance of the selected contractor.

8. PROPOSAL FORMAT

The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity of this RFP may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all proposals submitted.

8.1 COVER LETTER

Provide a letter of introduction, approximately one (1) page in length, including the name, address and telephone number of the person(s) to contact who will be authorized to represent the proposer. This letter shall be signed by an officer of the proposer authorized to bind the proposer to all commitments made in the proposal.

8.2 PROJECT SUMMARY SECTION

The Project Summary section should describe your understanding of the City, the work to be done, and the objective to be accomplished referring to specific sections of the scope of services including a proposed timeline to complete the project, if applicable.

8.3 METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used to accomplish the scope of services of this RFP to achieve City satisfaction, along with a proposed timeline to complete the project, if applicable.

8.4 FEE SCHEDULE

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The fee schedule should include hourly rates, miscellaneous fees and other anticipated expenses, and total cost of the services.

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

Provide details of any necessary services relating to the proposal/service process which will not be included in your proposal, including those which the proposer expects to be performed by City staff and/or by other contractors or subcontractors. If you intend to subcontract any portion of the work, identify the subcontractor(s) and provide details regarding their qualifications.

8.6 LIST OF SIMILAR SERVICES COMPLETED

Provide a complete listing of all similar services that have been provided within the past three (3) years. Include name of agency or company, project manager/contact, dates services were provided and summary of services provided.

8.7 REFERENCES

The proposer shall submit with his/her/its proposal a list of at least **three (3)** clients using the same or similar services being proposed, with names, addresses, email addresses and telephone numbers. A survey of references will be made to determine, among other things, the proposer's success in meeting the needs of the contracting agency in a timely manner.

9. ORAL PRESENTATIONS

An oral presentation by the proposers in final contention for award of an agreement for services may, in City's discretion, be required as a part of this RFP process. The purpose of the oral presentation would be twofold: first, to allow the proposer to demonstrate capabilities of the company and to clarify proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the proposer's expense.

10. TERMS AND CONDITIONS OF RFP

10.1 SIGNED SUBMISSION OF PROPOSALS

Each proposal must be signed in longhand by the person or persons legally authorized to bind the proposer to the proposal and contracts. The name and title of each person signing shall by typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of

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the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

10.3 ACCURACY OF PROPOSALS; WITHDRAWAL OF PROPOSALS

Proposers shall take all responsibility for any errors or omissions in their proposals.

To withdraw a proposal, the proposer must submit a written request to the Purchasing Manager via email at mdelira@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

Withdrawals will not be permitted after the deadline for submitting proposals.

10.4 ADDENDUM TO THE RFP

Any modifications or changes to this RFP will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the RFP, deadlines, proposal opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

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This RFP does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all proposals, the right to cancel or postpone the RFP or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award the agreement to any of the proposers. The City reserves the right to waive any immaterial irregularities in a proposal or a submission of a proposal.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals submitted in response to this RFP shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the proposal which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as “Trade Secret”, “Confidential”, or “Proprietary”.

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all proposals submitted may be kept confidential until a contract is awarded.

10.8 PROPOSAL VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer’s response shall remain valid for 120 days from the date of submission of the proposal to the City.

10.9 PRESS RELEASES

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The selected contractor shall not issue any news or press releases relating to an award of contract resulting from this RFP or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including: qualifications and experience as provided in a resume or statement of qualifications; ability to effectively communicate and conduct presentations; cost of services; reference checks. All proposers should identify or affirm each of the following requirements:

(a) Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(c) Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

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Criteria	Maximum Points
Completeness of the Proposals and compliance with the required RFP format.	10
Project understanding, scope and approach to develop the project efficiently.	25
Experience and Qualifications of Key Staff.	25
Similar Project Experience, including familiarity with State and Federal procedures.	25
Effectiveness of Project Schedule showing how the proposer will be able to complete the design within the required time duration.	10
Fees proposed to complete the design within the required time duration.	5
Total Points	**100**

At the City's discretion, in-person interviews may be conducted in accordance with Section 9, Oral Presentations, with up to the three highest-scoring proposers based on the evaluation rubric. All interviewed proposers will be asked the same questions, with equal point values assigned to each question. If interviews are conducted, the contract award will be based on the highest combined interview score.

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with

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the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the proposal, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with proposal.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFP. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFP.

10.13 PERMITS AND LICENSES

The selected contractor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential contractors relating to the preparation or submission of proposals. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a proposal in response to this RFP;
- Submitting a proposal to the City;
- Oral presentations required by the City;
- Negotiating with the City in any manner related to the proposal submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

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The selected proposer will be required to execute an agreement for services. A sample of the agreement is included as Attachment H to this RFP. The sample agreement may be modified by the City prior to award of a contract.

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the proposer includes with its proposal, in writing, any conditions or exceptions requested by the proposer to the sample agreement. The terms of the sample agreement, including insurance and indemnification requirements, are standard City requirements and will be modified only if extraordinary circumstances exist.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

Proposers are expected to carefully examine the locations of the proposed services and the specifications set forth in this RFP and all attachments hereto. By submitting a proposal, the proposer declares he/she/it has carefully reviewed the locations of the proposed services and all specifications and requirements set forth in this RFP, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFP.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

11. INSURANCE

Insurance requirements are set forth in the sample agreement (Attachment H).

12. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:

Pursuant to California Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the

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requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to California Labor Code section 1725.5.

13. PREVAILING WAGES

The services to be provided pursuant to this RFP are subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all workers employed to provide services pursuant to the agreement awarded following this RFP shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with the Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: http://www.dir.ca.gov; these rates are subject to predetermined increases.

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ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

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NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city, state].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

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ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

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SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of $15,000 or more in connection with any contract which may be awarded pursuant to this Request for Proposal if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of $30,000 or more**.**

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

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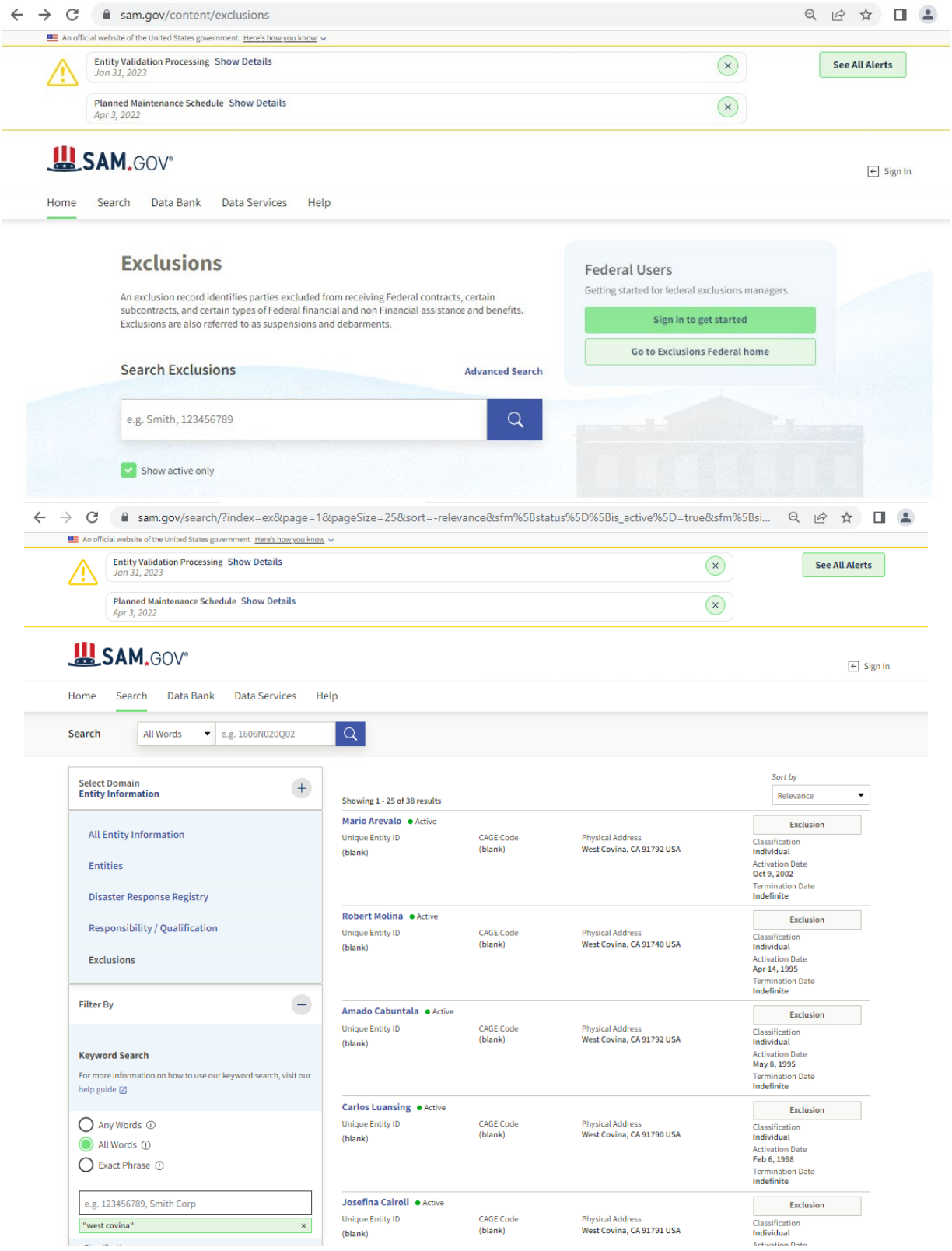
ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
- See sample on next page

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sam.gov/content/exclusions
An official website of the United States government Here's how you know
Entity Validation Processing Show Details
Jan 31, 2023
Planned Maintenance Schedule Show Details
Apr 3, 2022
See All Alerts
SAM.GOV
Sign In
Home
Search
Data Bank
Data Services
Help
Exclusions
An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non Financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.
Federal Users
Getting started for federal exclusions managers.
Sign in to get started
Go to Exclusions Federal home
Search Exclusions
Advanced Search
e.g. Smith, 123456789
Show active only
sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bsi...
Search
All Words
e.g. 1606N020Q02
Select Domain
Entity Information
All Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"west covina"
Showing 1 - 25 of 38 results
Sort by
Relevance
Mario Arevalo Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date Oct 9, 2002
Termination Date Indefinite
Robert Molina Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91740 USA
Exclusion
Classification Individual
Activation Date Apr 14, 1995
Termination Date Indefinite
Amado Cabuntala Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date May 8, 1995
Termination Date Indefinite
Carlos Luansing Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91790 USA
Exclusion
Classification Individual
Activation Date Feb 6, 1998
Termination Date Indefinite
Josefina Cairoli Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91791 USA
Exclusion
Classification Individual

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

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ATTACHMENT D

FEE SCHEDULE

DRAFT

FEE SCHEDULE

DRAFT

ATTACHMENT E

SCOPE OF SERVICES

DRAFT

SCOPE OF SERVICES

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The proposed project involves providing Architectural Design Engineering Services for the Del Norte Park Improvements & Dog Park. Description includes dog park improvements (Figure B) including expanding the area and separating into 3 sections to allow for regular maintenance, replace existing fence with new predator resistant 6' fencing including coyote rollers, new security gates, new concrete paving, new equipment and facilities such as pet receptacle waste station, dog/people drinking fountains, benches, trash receptacles, dog play equipment, and area lighting; restroom improvements (Figure C) including upgrading the facilities (toilets, sinks, hand dryers etc), ADA improvements, new exterior materials such as roof, fascia boards, roof eaves, etc...

The City's total budget for the project including construction (hard cost) and soft cost is approximately $1.2m.

The existing Del Norte Park is located at 1500 W. Rowland Avenue, at the southwest corner of Sunset Avenue and Rowland Avenue. See Figure A below.

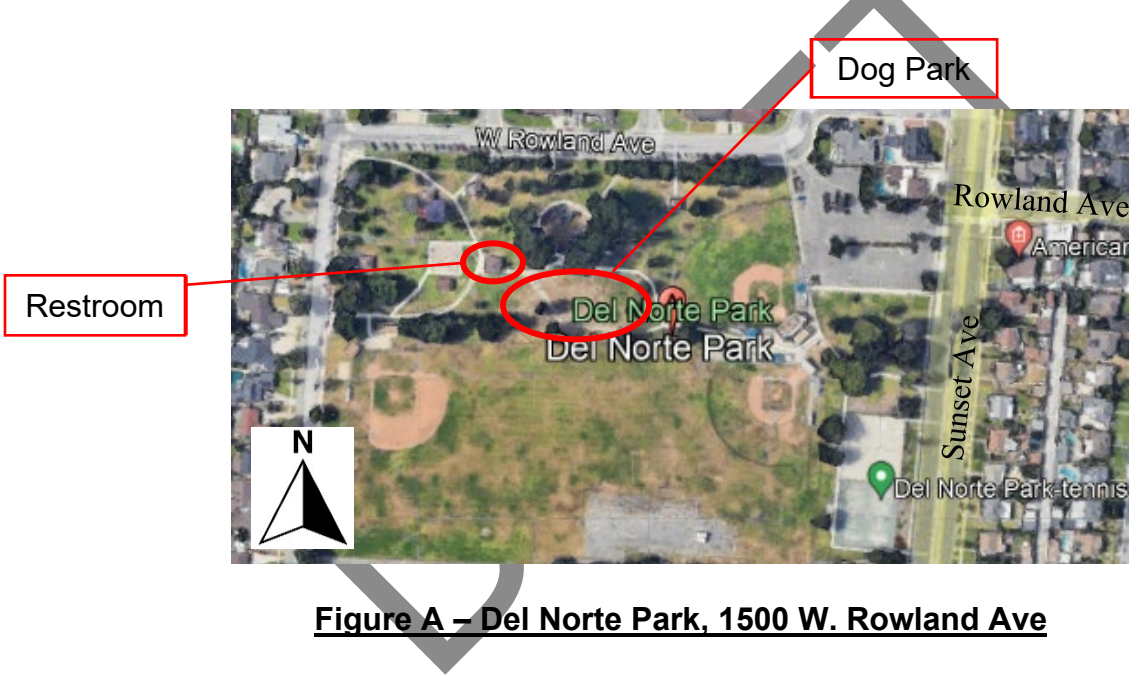


Figure A – Del Norte Park, 1500 W. Rowland Ave



Figure B – Del Norte Park Existing Dog Park

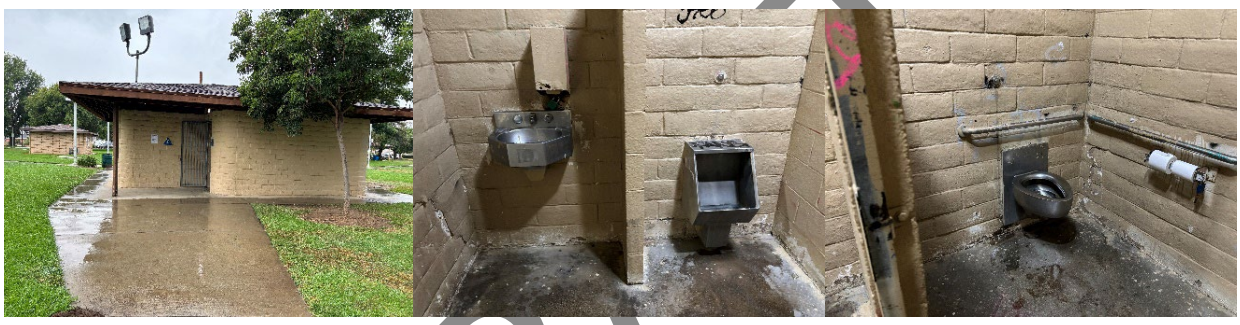


Figure C – Del Norte Park Existing Restroom

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14. SCOPE OF SERVICE:

The primary objective of the project is to have the selected engineering consultant to provide a complete PS&E (plans, specifications and estimates) approved by all involved jurisdictional and regulatory agencies and is ready for construction bidding for the improvements outlined in this RFP and attached documents.

The scope of work generally includes:

Task 1. Project Management

a. Attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introductions, discuss scope of work, information needed from various City departments, overall schedule and the implementation process.

b. Coordinate bi-weekly progress conference calls with City staff to update the City of the project progress, and schedule status. This is also a time for the Consultant to ask any questions to the City or bring up any design issues encountered.

c. Coordinate meetings to review the preliminary design, 60%, 90% and 100% submittals with City staff.

d. Provide a detailed project schedule with continuous updates, and executive summary of project status to be submitted with each monthly invoice.

e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.

Task 2. Utility Coordination

a. The Consultant shall ensure the final design is compatible with all utilities within the project area whether they are protected in place, removed, installed, relocated, adjusted, or otherwise modified. This includes contacting each affected agency should be incorporated into the construction schedule, if necessary.

b. Coordinate with the affected utility companies within the project limits, and any applicable agencies, as necessary, and notify the utility company/agency of the project. Maintain a utility contact matrix documenting contacts, coordination, etc. with utility companies.

c. Perform all necessary research to establish the precise location of all utilities. All utilities (including overhead) must be identified and shown on the plans.

d. The preliminary and finals plans are to be sent to all affected utility companies.

Task 3. Preliminary Engineering

a. Environmental. The project is assumed to be a categorical exemption.

b. Right-of-Way. All work is assumed to be within existing public ROW. The design consultant shall perform research on available right-of-way maps, assessor parcel maps, and easement information within the project limits. Based on this information, existing ROW information shall be shown on the plans. If any TCEs (Temporary Construction Easements) are necessary, the consultant shall show them on the plans. The City will obtain TCE's from adjacent property owners.

c. Review base data documents including as-built improvement plans, utility information, survey information, and other available record data.

d. Conduct necessary field surveys to assess existing conditions of the project area, including the above mentioned structures, areas and facilities to assess existing conditions and identify any necessary upgrades.

e. Develop preliminary design.

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f. Prepare Preliminary cost estimate (Identify special conditions that might create conflicts or change orders during construction and identify how to resolve these issues.

g. Prepare Technical specifications.

Task 4. Plans, Specifications & Estimate

a. Plans, Specifications and Estimate (PS&E) shall be provided at levels of completion of approximately 60%, 90% and 100%.

b. The City will provide review comments at the 60%, and 90% design phases.

c. It is expected 100% plans will be complete and include comments and input from all stakeholders and appropriate City staff.

d. Specifications shall be furnished using the latest edition of Microsoft Word for Windows. The Consultant shall prepare the Specifications per City requirements and utilizing the Standard Specifications for Public Works Construction ("Greenbook").

e. Estimate shall be prepared in spreadsheet format using Microsoft Excel.

f. The Consultant shall create a comment matrix to verify all City comments are addressed with each submittal.

Task 5. Bidding and Construction Support

a. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses.

b. Prepare project addenda at the direction of the City (assume 2).

c. Attend the pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule (assume 12 meetings).

d. Provide responses to the Contractor's RFIs about the plans and specifications forwarded to the Consultant by the City. This task also includes conferring with the City's Construction Manager regarding the RFIs as appropriate.

e. Provide responses and approvals to the Contractor's submittals for materials and shop drawings forwarded to the Consultant by the City or the Construction Manager.

Task 6. Prepare Record Drawings (As-Builts)

a. Within 20 days following the completion and acceptance of the project, furnish the City with a complete set of revised original drawings showing as-built conditions. The as-

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built plans shall be prepared based on as-built information provided by the City's Construction Manager and the Contractor.

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ATTACHMENT F

CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)

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CERTIFICATE OF INSURANCE

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ATTACHMENT G

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ATTACHMENT H

SAMPLE AGREEMENT

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Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH

_____

FOR

_____

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____ a [(state) (entity information)] ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to _____, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

SAMPLE

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has

the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, except as permitted pursuant to Section 12940 of the California Government Code.

SAMPLE

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.8. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set

forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars ($ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

SAMPLE

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. [**Optional language if extensions permitted:** Thereafter, this Agreement may be extended for a maximum of [spell out number (#)] successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.**]**

4.2. Notice of Termination. The City reserves and has the right and privilege of

canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

(a) Be adjudged a bankrupt;

(b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

(c) Make a general assignment for the benefit of creditors;

(d) Default in the performance of any obligation or payment of any indebtedness under this Agreement;

(e) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

(f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

SAMPLE

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and

keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

SAMPLE

By execution of this Agreement, the Consultant certifies as follows:

> I am aware of, and will comply with, Section 3700 of the California Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the California Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional liability (errors & omissions) insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of One Million Dollars ($1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

If the Consultant maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to

SAMPLE

require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of _____, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

SAMPLE

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
_____	City of West Covina
_____	1444 West Garvey Ave. South
_____	West Covina, CA 91790
Tel: _____	Tel: _____
Email: _____	Email: _____
Attn: _____	Attn: _____

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the

event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

If the contract is with not with "design professionals" (i.e. architects and engineers) as defined by Civil Code § 2782.8, the following indemnification provision should be used:

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

SAMPLE

If the contract is to hire "design professionals" (i.e. architects and engineers), under Civil Code § 2782.8, a city can only require indemnity for the professional's negligence, recklessness or willful misconduct. Therefore, for contracts with design professionals, the following section 6.8 should be used instead of the above section 6.8:

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising

out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

SAMPLE

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to

Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Electronic Safeguards. Consultant shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to California Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (California Government Code Section 81000, *et seq*.) and California Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

SAMPLE

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

SAMPLE

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

6.27. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS.]

SAMPLE

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
[Name]
[Mayor or City Manager]

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____ Date: _____
Signature

_____
Name and Title

SAMPLE

ATTEST:

_____
Monique De La Rosa
Deputy City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Finance Director

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 16, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF CONSTRUCTION AGREEMENT AND BUDGET AMENDMENT FOR SOUTHSIDE SEWER REPLACEMENT - PROJECT NO. C24005**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Waive the minor irregularities in the bid submitted by We R Builders and award the construction agreement for the Southside Sewer Replacement (Project No. C24005) to We R Builders as the lowest responsible bidder.
2. Authorize the Acting City Manager to execute an agreement with We R Builders for $2,921,000.00, in such final form as approved by the City Attorney.
3. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions.
4. Authorize the City Manager to negotiate and execute any amendments and/or change orders to the agreement within the approved contingency amount.
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).
6. Adopt the following resolution:

   RESOLUTION NO. 2025-100 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (SOUTHSIDE SEWER REPLACEMENT)

BACKGROUND:

Routine sewer system maintenance is essential to ensure the reliable and efficient operation of the City's wastewater infrastructure. Regular inspections, cleaning, and repairs help prevent leaks, backups, and overflows that may threaten public health or the environment.

In 2017, the City in collaboration with Willdan Engineering, prepared a Sewer System Management Plan (SSMP). The SSMP establishes goals and procedures for the management, operation, maintenance, repair, replacement, and expansion of the City's sewer system.

Appendix "P" of the SSMP identifies the Capital Improvement Program (CIP) and outlines annual sewer system projects. Among these improvements is the replacement of sewer pipeline segments near Shadow Oak Drive to increase capacity and accommodate future flows.

DISCUSSION:

In alignment with the SSMP, staff prepared construction plans for sewer line replacements on the south side of the City near Giano Middle School and the Shadow Oak Drive neighborhoods. Rather than using traditional open-trench methods, which require significant roadway excavation, staff recommends utilizing pipe-bursting technology for the proposed improvements. This method is less disruptive to residents and reduces the need for extensive traffic control, roadway cuts, and other impacts associated with conventional trenching.

Pipe bursting involves temporarily bypassing the existing sewer line while a specialized machine fractures the existing pipe and simultaneously installs a new, larger-diameter pipe capable of meeting increased capacity needs. For sewer segments not requiring upsizing, the project also includes cured-in-place pipe (CIPP) lining to rehabilitate the existing infrastructure and extend its service life. On November 4, 2025, staff advertised the construction bid package. The City received six (6) bids, which were publicly opened on November 19, 2025, at 2:00 PM.

Contractor Name	Total Bid Amount
We R Builders	$2,921,000.00
Mehta Mechanical Company, Inc.	$2,982,700.00
MNR Construction, Inc.	$3,177,750.00
Mike Prlich and Sons, Inc.	$3,251,260.00
Romona, Inc.	$3,487,200.00
GRBCON, Inc.	$3,699,588.00

Staff conducted a comprehensive bid analysis, which included verification of references, contractor licensing through the California Contractors State License Board, Department of Industrial Relations registration, and State and Federal debarment status for the apparent lowest bidder, We R Builders. ~~Staff confirmed that the bidder met all requirements, and no issues were found.~~The proposal submitted by We R Builders had a few minor irregularities, including listing the incorrect date of the addendum on the Addenda Acknowledgment, not filling in the percent of work to be completed by subcontractors on the Sub-Contractor List, and not using the City's form to list their references. Staff reviewed the irregularities and found them to be minor as they do not change the unit prices bid, quantity, quality, or performance obligations, and did not provide an unfair advantage over the other bidders. As such, staff is recommending that the City Council waive these minor irregularities in the bid documents and award the contract to We R Builders.

Lowest Responsive Bid

The lowest responsive and responsible bid was submitted by We R Builders in the amount of $2,921,000.00. Following Council’s approval, the City will enter into an agreement with We R Builders in such final form as approved by the City Attorney. A draft agreement is included as Attachment 1.

Project Timeline

If approved, the project is anticipated to commence in Spring 2026 with an estimated completion time of four months.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form and will approve the final form of the agreement prior to execution.

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation; or

2. Provide an alternative direction.

ENVIRONMENTAL REVIEW:

The proposed project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302: Replacement or reconstruction. Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including, replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. The project includes sewer line replacements on the south side of the City near Giano Middle School and the Shadow Oak Drive neighborhoods involving a negligible expansion of capacity. Therefore, the project is categorically exempt from CEQA.

Prepared by: Robert Ortega, CIP Project Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Project Estimate

The following is the breakdown of the project cost:

Construction Cost	$2,921,000.00
Contingency Allowance (15%)	$438,150.00
Total Construction Budget	**$3,359,150.00**
Project Management and Administration	$10,000.00
Construction Management, Inspection, and Material Testing/Inspection	$268,732
Newspaper Advertisement, Misc. Expenses	$1,488.78
Total Project Budget	**$3,639,370.78**

The project estimate came in over the initial budget. However, there is additional funding under the Sewer Maintenance Fund, Fund 189, that may be utilized for the project. Fund 189 provides funding annually for sewer maintenance projects through an assessment on properties throughout the city. The proposed budget amendment appropriates the additional funding under Fund 189, Sewer Maintenance Fund. The table below outlines the funding for this project.

Project No.	Project Name	Funding Source	FY2024-25 Rollover Budget	Proposed Amendment
189.503.80.87.00.00.73.73000	Southside Sewer Replacement	Fund 189 Sewer Maintenance	$2,386,199	$0
	Sewer Fund Reserve	Fund 189 Sewer Maintenance	$0	$1,253,171.78

				Total Project Funding $3,639,370.78

Attachments

Attachment No. 1 - Draft Agreement

Attachment No. 2 - Resolution No. 2025-100

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Enhance City Image and Effectiveness
An Accessible Community

CITY OF WEST COVINA
CONSTRUCTION SERVICES AGREEMENT FOR
PROJECT NO. C24005
SOUTHSIDE SEWER REPLACEMENT

THIS CONSTRUCTION SERVICES AGREEMENT (herein "Agreement") is made and entered into as of December 16, 2025 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation (herein "City"), and WE R BUILDERS, a California corporation (herein "Contractor").

RECITALS

A. City requires construction services for the Southside Sewer Installation Project, Project No. C24005 ("Project"), that meet the requirements as shown in the project specifications and this Agreement.

B. Contractor has submitted a bid to perform the construction services for the Project and has represented to City that Contractor is qualified to perform said services.

C. City has determined that Contractor is the lowest responsible bidder.

D. City and Contractor desire to enter into this Agreement for the Project on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide all work described in the Contract Documents, as further described herein, which services may be referred to herein as the "services" or "work". As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose intended.

1.2 Documents Included in Contract. The complete Agreement consists of:

(a) This Agreement;
(b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract Documents for the Project (collectively, "Bid Documents"), released November 4, 2025, incorporated by this reference as if fully set forth herein;
(c) Addendum No. 1 to the Bid Documents, dated November 13, 2025,

incorporated by this reference as if fully set forth herein;

(d) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;

(e) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;

(f) Bonds, attached hereto as Exhibit C and incorporated herein;

(g) The Standard Specifications and Standard Specifications for Public Works Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and

(h) All exhibits and attachments to the foregoing documents.

The documents comprising the complete Agreement may be referred to in this Agreement as the "Contract Documents." In the event of an inconsistency between any of the terms in this Agreement and any of the documents referenced above, this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time the work is performed.

1.4 Licenses, Permits, Fees, and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including a business license from the City. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own active negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Contractor shall require all subcontractors to

comply with the provisions of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 2-358. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of California Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the California Labor Code regarding eight (8)-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the California Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the California Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of California Labor Code

Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with California Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to California Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the California Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of California Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of California Labor Code Sections 1771 and 1725.5 requiring registration with the DIR.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Two Million Nine Hundred Twenty-One Thousand Dollars and Zero Cents ($2,921,000.00) (herein "Contract Sum"), except as provided in Section 1.8 (Additional Services). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the Contract Sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made within thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) of the Contract Sum shall be retained as performance security as detailed in Section 2.3 (Retention of Funds).

2.3 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section, City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by California Public Contract Code Section 7107 of up to 150% of the amount in dispute. City's failure to deduct or withhold

shall not affect Contractor's obligations hereunder. To the extent consistent with California Public Contract Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in California Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall not commence work until Contractor receives a notice to proceed from the City. Contractor shall complete the work within seventy-five (75) working days from the commencement date specified in the notice to proceed. Prior to the commencement of work, Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period(s) specified in the Construction Schedule for performance of the services rendered pursuant to this Agreement shall be extended to the extent caused by delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency other than the City, if Contractor within ten (10) days of the commencement of such delay notifies the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

3.4 Term. Unless earlier terminated as set forth herein, this Agreement shall continue in full force and effect until final approval and acceptance of the Project by the City.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Nezar Alsmadi, President, Secretary & Treasurer

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore,

the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. Contractor shall keep the Contract Officer informed of Contractor's progress on the services. Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein or in the City's Municipal Code, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required by this Agreement, to the extent permitted by the City's Municipal Code.

4.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor of any liability hereunder without the City's express consent.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation. City, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the specifications call for Contractor to remove, relocate, reconstruct or protect such lines, all such work shall be deemed included in the Contract Sum.

Contractor having been presented with a reasonable basis to suspect that any previously unidentified main or trunkline may need to be removed, relocated or protected in place, Contractor shall immediately notify City and the affected utility company in writing of such belief, and the basis therefor, and Contractor shall thereafter work with the City and the utility company to coordinate such removal, relocation or protection. City shall reimburse Contractor for its reasonable costs incurred in locating and repairing damage not caused by Contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delays which meet both of the following requirements: (i) the delays occurred after Contractor gave City the written notice required by this Section; and (ii) the delays were caused by the removal, protection, or relocation of such unidentified utility facilities. Nothing herein shall be deemed to prevent the City from seeking reimbursement of any such costs from the affected utility company.

4.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, if the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.8 (Additional Services) of this Agreement.

(c) If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.8 Best Management Practices. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Contractor shall certify it has received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) If required to meet the limits specified herein, umbrella or excess liability insurance with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(i) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;

(ii) "Pay on behalf of" wording as opposed to "reimbursement";

(iii) Concurrency of effective dates with primary policies.

If Contractor obtains and maintains an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

(d) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for Contractor's employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and

volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, Contractor certifies as follows:

I am aware of, and will comply with, Section 3700 of the California Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

Contractor shall also comply with Section 3800 of the California Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this section.

(e) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The Builder's Risk coverage shall name the City as a loss payee. If the Project does not involve new or major construction, City may, in its discretion, permit an Installation Floater. If authorized, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation, and testing at the project site.

If Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2 Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with the City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5 Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

5.6 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the City is listed as an additional insured on insurance required of subcontractors.

5.7 Sufficiency of Insurers. Insurance required by this Agreement shall be satisfactory only if issued by companies authorized to do business in California, rated with a current A.M. Best's rating of no less than A:VII unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the City's Risk Manager determines that the work or services

to be performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies required by this Section by providing written notice to Contractor; provided that Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.0 BONDS

6.1 Labor and Materials, Performance and Warranty Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City: (1) a labor and materials bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the payment of all persons furnishing labor or materials in connection with the work, (2) a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Agreement, and (3) a warranty bond in an amount equal to fifty percent (50%) of the Contract Sum to guarantee the work for a period of one (1) year following completion of the work, on the forms provided by the City. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.2 Sufficiency of Sureties. Sureties must be authorized to issue bonds in California. In addition, sureties must possess a minimum rating from A. M. Best Company of A:VII and must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, http://www.fms.treas.gov/c570/c570.html, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds must be on a joint and several basis.

6.3 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Agreement for the work to be performed will be permitted at the request and expense of Contractor.

7.0 INDEMNIFICATION

Contractor agrees to defend (with legal counsel of City's choosing), indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the

defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained in any other document, which shall be of no force and effect.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) If the City, its officers, agents or employees is/are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set forth herein shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all subcontractors.

8.0 RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer may require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event

and the estimated increased or decreased cost related thereto.

8.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as may be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

9.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Notice of Default and Cure Period. If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

9.3 Termination for Default of Contractor. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, upon termination, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

9.4 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving Contractor thirty (30) days prior written notice of termination of the Agreement. Upon receipt of the notice of termination, Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

(a) The contract value of the work completed through and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

(b) Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.

(c) The cost of materials custom-made for this Agreement which Contractor cannot use in its normal course of business, and for which the City has not already paid.

(d) Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this Section shall supersede any inconsistent provisions of the Agreement or the Bid Documents. City and Contractor agree that the provisions of this Section are a substantive part of this Agreement's consideration.

9.5 "Claims" by Contractor under Section 9204. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be subject to all requirements of California Public Contract Code Section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section 9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

9.6 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be considered a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.9 Liquidated Damages. Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of Five Hundred Dollars ($500.00) for each calendar day of delay in the performance of any service required hereunder. Contractor further agrees that liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services. The City may withhold from any amounts payable on account of services performed by Contractor any accrued liquidated damages. Contractor, on behalf of itself and its sureties, and City agree that the liquidated damages constitute a reasonable estimate of actual damages, and are not punitive.

10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

10.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Conflict of Interest. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, gender

expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry.

11.0 MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790
Attn: City Engineer

To Contractor: We R Builders
3746 Foothill Blvd. #304
Glendale, CA 91214
Attn: Nezar Alsmadi

11.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

11.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. If one or more of the words, phrases, sentences, clauses, paragraphs, or sections in this Agreement is declared unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any of the remaining words, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are severable. Remaining enforceable provisions shall be interpreted to carry out the intent of the parties unless an invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

11.5 Hiring of Undocumented Aliens Prohibited. Contractor shall not hire, employ, or allow any person to work under this Agreement unless such person is properly documented and may legally work within the United States.

11.6 Unfair Business Practices Claims. Consistent with California Public Contract Code Section 7103.5, Contractor, on behalf of itself and all subcontractors, offers and agrees to assign to the City all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) and under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement. This assignment

becomes effective when the City renders final payment to Contractor without further acknowledgment by the parties.

11.7 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

11.8 Legal Responsibilities. Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, assigns nor employees shall be liable at law or in equity as a result of Contractor's failure to comply with this Section.

11.9 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Milan Mrakich
Acting City Manager

CONTRACTOR

_____ Date: _____
Nezar Alsmadi
President, Secretary & Treasurer

ATTEST:

_____
Monique S. De La Rosa
Deputy City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Finance Director

EXHIBIT A

CONTRACTOR'S PROPOSAL

III. BID DOCUMENTS

PROPOSAL

Project No: 24005
Southside Sewer Replacement

SUBMITTED BY: We R Builders, Inc.
(Bidder's Name)

TO: City Clerk
City of West Covina
California

Dear Madam:

We have carefully examined the sites, local conditions affecting the same, the Instructions to Bidders and Notice to Contractors, the agreement, the detailed plans and specifications and all bid and contract documents for the work set forth in the official publications, and submit herewith the following schedule of prices.

If awarded the contract, we agree to begin work within ten (10) working days after receiving notice to proceed and to complete proposed work within the time period as stated in the Section I. Notice to Contractors, 7."Schedule of Work" We further agree to sign and return the contract to the City within ten (10) working days after receiving notice that the contract is ready for signature and to furnish bonds, insurance endorsements and certificates, and any other required documents in the form prescribed by the City at the same time.

The undersigned furthermore agrees that in case of default in executing such contract with necessary bonds within the specified time, the cash, check or bond accompanying this bid and the money payable thereon shall be forfeited hereby to and remain the property of the City of West Covina, except as provided in Public Contract Code Section 20174.

The undersigned has carefully checked all of the figures and understands that the City of West Covina will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Contractor shall use City supplied bond forms only.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

PROPOSAL SCHEDULE

Project No: 24005
Southside Sewer Replacement

BASE BID SCHEDULE					
Bid Item	**Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
1	Mobilization/Demobilization	1	LS	$250,000	$250,000
2	Traffic Control	1	LS	$10,000	$10,000
3	Polution Prevention Plan (PPP)	1	LS	$10,000	$10,000
4	Excavate and Remediate Pits for Sewer Pipe Bursting	1	LS	$400,000	$400,000
5	Reconstruct Manholes and Sewer Lateral Connections	20	EA	$12,000	$240,000
6	Replace existing 8" VCP sewer line with 12" HDPE pipe via bursting. Reconstruct all manholes and lateral connections. Refer to specifications	9,100	LF	$140	$1,274,000
7	Replace existing 6" VCP sewer line with 8" HDPE via pipe bursting. Reconstruct all manholes and lateral connections. Refer to specifications.	2,000	LF	$140	$280,000
8	Installation of cured-in-place pipe (CIPP) lining – 8-inch diameter Sewer pipe. Contractor shall protect existing manhole. Refer to specifications.	420	LF	$150	$63,000
9	Remove and replace pavement around manhole ring. Adjust manhole ring and cover to grade. Repair concrete or asphalt around. Refer to SPPWC detail 200-4.	20	EA	$3,700	$74,000
10	Video Inspection After Installation CCTV	1	LS	$70,000	$70,000
11	Backfill and Compact Insertion Pit or Manholes.	1	LS	$250,000	$250,000
TOTAL BASE BID AMOUNT IN NUMBERS					$2,921,000.00
TOTAL BASE BID AMOUNT IN WORDS: TWO MILLION NINE HUNDRED TWENTY ONE THOUSAND					

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BASE BID AMOUNT.</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: Nezar Alsmadi

Date of Inspection: 11/17/2025

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 11/19/2025

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

SUB-CONTRACTOR LIST

We propose to use the following listed sub-contractors as per Public Contract Code Section 4100 et seq.:

Sub-Contractors Name: Morrow Trenchless, LLC		**Address:** 1001 Avenida Pico Ste C-420 San Clemente, CA, 92673	
Description of Work: Pipe Bursting			
Phone No. 503-580-4420	**Contractor's License #** 1097898	**DIR #** 1000983613	**Dollar Amount** $1,315,600.00

Sub-Contractors Name: Insituform Technologies, LLC		**Address:** 12607 Hiddencreek Way,Cerritos, CA 90703	
Description of Work: Installation of CIPP lining - 8" diameter			
Phone No. (562) 413 - 1585	**Contractor's License #** 758411	**DIR #** 1000009689	**Dollar Amount** $50,598.72

Sub-Contractors Name: Pipe Tec, Inc.		**Address:** 5109 Elton Street Baldwin Park, CA 91706	
Description of Work: Pre- Cleaning and Post Cleaning & CCTV Inspection (Surface locate lateral)			
Phone No. (626) 338 - 1434	**Contractor's License #** 987784	**DIR #** 1000006547	**Dollar Amount** $54,720

Sub-Contractors Name: N/A		**Address:** N/A	
Description of Work: N/A			
Phone No. N/A	**Contractor's License #** N/A	**DIR #** N/A	**Dollar Amount** N/A

Percent of work to be performed by sub-contractors: _____%
(Note: 50% of work required to be performed by general contractor)
For additional Sub-Contractors, add separate sheets

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

BIDDERS GUARANTEE

Enclosed is Cash ( ), Cashier's Check ( ), Certified Check ( ), or Bid Bond (X), in the sum of $_____ is at least 10% of the amount bid.

Contractor: We R Builders, Inc.

Address: 1608 Palmyrita Ave

Riverside, CA 92507

Fax Number: N/A

Telephone Number: (714) 874-5275 ; Cell No.: (714) 423-3844

Email Address: Estimates@WRBConstruction.com

By: _____
Signature of Contractor

President, Secretary & Treasurer
Title

State of California Contractor's License: California

Classification: A & B License No: 1055746 Expiration: 07/31/2027

DIR Registration No: 1000884610

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

REFERENCES FOR WORK PER BID SCHEDULE

Date: 11/19/2025

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work **within the past two years.**

1.

" See Attached "
Name and address of Public Agency

Name and Telephone No. of Project Manager _____

Contract Amount Type of Work Date Completed

2.

" See Attached "
Name and address of Public Agency

Name and Telephone No. of Project Manager _____

Contract Amount Type of Work Date Completed

3.

" See Attached "
Name and address of Public Agency

Name and Telephone No. of Project Manager _____

Contract Amount Type of Work Date Completed

If additional space is needed, please duplicate this sheet; do not write on the back.

We R Builders, Inc.
1608 Palmyrita Ave, Riverside, CA 92507
714.874.5275 | Admin@WRBConstruction.com
CA License #1055746 | DIR #1000884610

— Selective Work Experience & References —

The following contracts demonstrate We R Builders' proven performance on high-profile public and private projects. Each example highlights our ability to deliver cost-effective, compliant, and community-focused construction solutions under demanding conditions.

On-Call Citywide ADA Curb Ramp Modifications and Sidewalk Replacement Program
Owner: City of Palm Desert, Department of Public Works
Contract Value: $600K Annually | Term: Aug 2024 – Aug 2027 (Plus Two One-Year Extension Options)
Contact: David Reyes; (760) 862-6802; dreyes@palmdesert.gov
Scope Of Work:

- ✓ Performed ADA curb ramp modifications and sidewalk replacements across Palm Desert, including Desert Willow Golf Resort and Palm Desert Housing Authority properties.
- ✓ Reconstructed curb ramps with truncated domes and retrofitting existing surfaces.
- ✓ Replaced sidewalks (4", 6", 8"), curbs/gutters, cross gutters, and drive approaches.
- ✓ Conducted ramping, patching, and grinding for grade correction and trip hazard removal.
- ✓ Ensured strict compliance with Cal/OSHA, CARB emissions, and water quality standards.
- ✓ Awarded based on cost efficiency (20–30% below competitor pricing) and strong past performance.
- ✓ Delivered rapid on-call response, maintaining minimal disruption to the community.

Citywide Pedestrian Crossing Improvements
Owner: City of Riverside, Department of Public Works
Contract Value: $314K | Completion Date: Mar 2024
Contact: David Hatch; (951) 288-3632; dhatch@riversideca.gov
Scope Of Work:

- ✓ Enhanced pedestrian safety at 14 citywide locations.
- ✓ Installed ADA-compliant curb ramps, flashing LED stop signs, and high-visibility crosswalks.
- ✓ Deployed WATCH manual-compliant traffic control and SWPPP/NPDES measures.
- ✓ Coordinated utility work to prevent service disruptions.
- ✓ Completed on time, on budget, with zero safety issues.

Citywide Sidewalk Rehabilitation Project (CIP-CS-24-02)
Owner: City of Claremont, Community Services Department
Contract Value: $230K | Completion Date: June 2024
Contact: Cari Dillman; (909) 399-5431; cdillman@ci.claremont.ca.us
Scope Of Work:

- ✓ Replaced ~10,000 SF of sidewalk, 1,000 LF of split-face rock curb, and 1,000 SF of driveway approaches.
- ✓ Installed decorative "Elephant Toe" curb per City standard.
- ✓ Managed traffic/pedestrian control per WATCH manual standards.
- ✓ Resolved tree root conflicts and performed grading adjustments.
- ✓ Coordinated closely with City inspectors for ADA and design compliance.
- ✓ Delivered within budget and schedule in a tight residential environment.

Public Works Concrete Maintenance Project (PW-24-133-SB)
Owner: City of Fontana, Department of Public Works
Contract Value: $250K | Completion Date: Dec 2024
Contact: Rob Rigby, Project/Construction Manager; (909) 350-7610; rrigby@fontanaca.gov
Scope Of Work:

- ✓ Demolished and replaced 22,600+ SF of 4" PCC sidewalks, plus selective 6" sidewalk and driveway sections.
- ✓ Executed in compliance with City of Fontana Standards and prevailing wage laws.
- ✓ Deployed WATCH manual-compliant traffic control and SWPPP/NPDES measures.
- ✓ Tracked quantities and reporting with City inspection staff.
- ✓ Delivered safely, within budget, and in full compliance.

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— Selective Work Experience & References —

On-Call Emergency Asphalt and PCC Restorations
Owner: City of Santa Ana, Department of Public Works
Contract Value: $3M (Work Orders) | Completion Date: 2023 (Ext. – 3 Yrs)
Contact: Michelle Cabanas; (714) 647-5031; mcabanas@santa-ana.org
Scope Of Work:

- ✓ Executed on-call PCC restorations: sidewalks, curbs, gutters, cross gutters, approaches, and ADA ramps.
- ✓ Deployed WATCH manual-compliant traffic control and SWPPP/NPDES measures.
- ✓ Provided emergency response with rapid mobilization citywide.
- ✓ Delivered ADA-compliant, long-lasting repairs with minimal public disruption.

On-Call Related Services
Owner: Eastern Municipal Water District (EMWD)
Contract Value: Work Orders | Completion Date: 2025
Contact: Haely Hernandez; (951) 928-3777 Ext. 6231; hernanha@emwd.org
Scope Of Work:

- ✓ Managed diverse concrete and structural repair services under a multi-year on-call contract.
- ✓ Scope included sidewalks, curbs/gutters, foundations, CMU walls, and fencing repairs.
- ✓ Bundled multi-location tasks to maximize efficiency and reduce costs.
- ✓ Maintained strict safety, quality, and compliance oversight.
- ✓ Successfully delivered flexible, high-quality solutions tailored to EMWD and local jurisdictions standards.

Concrete, Masonry and Drainage Repair/Maintenance Master Agreement
Owner: Sierra Corporate Management, Inc.
Contract Value: $1M | Completion Date: Dec 2022
Contact: Edmund Nisbet; (682) 215-9049; edmundnisbet@gmail.com
Scope Of Work:

- ✓ Provided maintenance and major concrete/masonry services across Southern California facilities.
- ✓ Delivered minor/major repairs at residential communities with direct homeowner coordination.
- ✓ Renovated pool facilities to meet health and safety standards.
- ✓ Performed ADA upgrades to community areas for accessibility compliance.
- ✓ Designed and implemented drainage improvements (pumps, piping, catch basins) for slope communities.
- ✓ Demonstrated capability to execute tailored, high-quality community solutions.

Retaining Wall and Foundation System Replacement
Owner: Hollydale Estates
Contract Value: $350K | Completion Date: Dec 2022
Contact: Edmund Nisbet; (682) 215-9049; edmundnisbet@gmail.com
Scope Of Work:

- ✓ Replaced 500+ LF of failing CMU block retaining walls with new foundation systems.
- ✓ Maintained safety and site security throughout construction.
- ✓ Ensured full compliance with regulatory and structural standards.
- ✓ Completed on schedule with zero safety incidents.

Community Pool Renovations and Upgrades
Owner: Solterra at Civic Center
Contract Value: $300k | Completion Date: Dec 2021
Contact: Alex Segal; (949) 910-8031; asegal@apex-rm.com
Scope Of Work:

- ✓ Renovated multiple community pools, enhancing safety and compliance.
- ✓ Replaced decks, coping, and plaster for durability and aesthetics.
- ✓ Installed drainage improvements, and updated pumps, utilities, plumbing, electrical and irrigation systems for compliance.
- ✓ Installed tiles, handrails, steps, and fencing for enhanced safety. Delivered modern, fully compliant recreational facilities.

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NEZAR ALSMADI | EXECUTIVE • CONSTRUCTION PROJECT MANAGER

CREDENTIALS

- Bachelor of Science in Civil Engineering
- California General Engineering Contractor License (A)
- California General Building Contractor License (B)
- OSHA-30 Certification
- Participated in Acquiring the 2013 Project of the Year Award (American Public Works Association, Southern California Chapter South Lawn Storm Water Management System)

RELEVANT SKILLS

- Strategic Planning & Overall Strategic Planning
- Project Management
- Project Estimating
- Budgeting & Cost Controls
- Contractual Management
- Resource Optimization
- Team & Efficiency Development
- Scheduling & Goal Accomplishments
- Establishing New Businesses from Scratch to Successful Outcomes
- Establishing Protocols
- Collaborations Inhouse & 3rd Party(s)
- Public Works Construction Projects
- Commercial Private Construction Projects
- Residential Construction Projects
- Preparing Detailed Bids & Contracts
- Managing Change Order(s)
- Facilitating Construction Operations
- Developing & Applying Jobsite Safety Plans & Policy
- Materials & Equipment Control
- Document Control
- Compliance with Specifications, Submittals & Quality
- Oversite of Onsite & Offsite Operations & Deliverables
- Information Governance / Dashboards / Reports
- Clear Communication & Coordination
- Adaptable to Changes or New Circumstances
- Convergent/Critical Thinking to Resolve Issues
- Scheduling Work & Crews
- Coordinating with Clientele & Personnel
- Enforcing OSHA Safety Regulations
- Managing Material & Vendors
- Conducting Weekly Safety Meetings
- Reviewing Blueprints & Directing Crews Accordingly
- Quality Control
- Competent & Consistently Implementing New Innovations
- Competent Person

QUALIFICATIONS

Experienced management and operational skills with extensive training in the Construction and Contracting Industry. Nezar Alsmadi's focuses his time to leverage his extensive experience in the industry to drive growth and deliver exceptional results. As an accomplished Executive with over 15 years of experience in the construction industry, Nezar has a proven track record of leading successful companies to achieve outstanding results. He possesses expertise in strategic planning, project management, financial management, and team leadership.

Throughout Nezar's career, he has demonstrated a deep understanding of the construction industry and has successfully managed projects ranging from projects with price-scales as little as $5,000, to large-scale developments $20M+. Nezar experience in the industry encompasses of taking impactful part in successfully completing well over $100M in projects values. Having talent for identifying proficient and effective deliverables has led to new opportunities initiated by referrals from prior Clients due to satisfactory deliverables, allowing expansion of the company portfolios.

As a skilled leader, Nezar has effectively managed cross-functional teams of engineers, architects, contractors, and other stakeholders to ensure successful project deliverables. His unique distinction in fostering a culture of collaboration and teamwork, and implementing processes to streamline operations, optimizing resource allocations, and increasing productivity. Nezar's overall experience is comprised in General Engineering & Building Construction, specializing in the underground utility infrastructure, Concrete & Masonry Construction, with substantial exposures to all other areas of construction.

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NEZAR ALSMADI | EXECUTIVE • CONSTRUCTION PROJECT MANAGER

PROFESSIONAL EXPERIENCE

Experience Summary

Nezar has successfully completed numerous underground wet utility projects for multiple water districts and municipal agencies across Southern California. His experience covers the installation and replacement of domestic waterlines, reclaimed waterlines, sanitary sewer, and storm drain infrastructure, ranging from 6-inch to 60-inch diameter mains. Specifically related to water systems, Nezar has managed and executed projects involving 12-inch transmission mains, fire flow improvements, and pressure zone upgrades—encompassing pipeline installation, tie-ins, and associated demolition and restoration work for public works agencies.

CONCRETE/ MASONRY REPAIR & MAINTENANCE ANNUAL MASTER AGREEMENT

Orange County | 2021 & 2022 | $500K

Executive | Project Manager

This annual contract included services to repair, alter and upgrade conditions on an On-Call basis. The work associated to this Agreement incorporated Concrete Driveways, Concrete Drive-Approaches, Concrete Ramps, Concrete Sidewalks, Concrete Curb and Gutters, Concrete Cross-Gutters, C.I.P. Catch Basins, Concrete Pool Decks, C.I.P. & Pre-cast Pool Coping, Free-Standing CMU Block Walls, Retaining Walls (CMU Blocks/Stones/C.I.P.), and more. Through transparency, capabilities of experienced management, professional workmanship, and effectively using resources as needed per each service-call concluded to securing the Contract for additional year extensions, as the exclusive contractor.

ON-CALL SANITARY SEWER REPAIR PROJECT

Brea, CA | 2022 | $45K

Executive | Project Manager

One of many on-call service-orders, the value of this project specifically is with regards to Sanitary Sewer Mainline Repairs. Upon arrival to the site and investigating the complaint initiating the service call – without any available As-Builts, but solely through experience – we were instantly able to narrow down the locations of the possible issue(s) to the existing underground Sanitary Sewer system. Using a nearby clean-out to CCTV the existing sewer-line, approximately 15 min later (on our first attempt), we were able to locate the issue. Saw-cutting the existing asphalt pavement, excavating approximately 4-ft deep, and exposing the existing mainline, we were able to find the tree root penetrating the mainline. We began by installing a passthrough-bypass and using the cleanout to flush and clear the pipe, meanwhile pumping out any excessive waste. After clearing all the waste, prior to making this repair, we plugged the upstream section of the pipeline and CCTV the downstream section; approximately 40-ft from the first damaged section, we encountered another section damaged by roots. Upon retrieving direction from our client, we immediately began digging out the secondary section. Finding the main close to 6-ft deep, our crew set up the shoring system as required per OSHA, then accommodated the repairs. We initiated repairs after confirming no additional damages occurred along that stretch of mainline (up-to the next manhole). Such repairs consisted of cutting sections of the roots (without damaging the health of the tree), installing the sections of pipe in-place of the void/cut-out section removed, and re-connected onto the existing main on both ends of the new sections using flex-couplings. After testing and confirming no leaks occurred, we encased the section of mainline with concrete to avoid similar future issues, backfilled and compacted trench-zones, and restored pavement and landscape sections along the work areas.

CRENSHAW/LAX TRANSIT CORRIDOR PROJECT

LA COUNTY METROPOLITAN TRANSPORTATION AUTHORITY | 2020 | T&M

Project Manager

The work consisted of installing a new section of Sanitary Sewer mainline, laterals and manholes at a depth of 18-ft, part of the Metro Rail Transit Extension project, consisting of Transit Corridor Project. The work consisted of effective planning from competent personnel, proper implementation of safety regulations, extensive shoring system, and constructive equipment and personnel. This contract consisted of constructing this work under Time and Material basis, with a Not to Exceed (NTE) limitation. With collaboration of experienced management skills and competent individuals, essential planning, and effective deliverables, this successful project concluded well under the NTE, saving our clients thousands of dollars.

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NEZAR ALSMADI | EXECUTIVE • CONSTRUCTION PROJECT MANAGER

WATER DISTRIBUTION MASTER CONTRACT

COUNTY OF LOS ANGELES | 2020 | CONTRACT VALUE: $5M

Project Manager

Managed construction operations for all water distribution systems associated to the Water Purveyor's service area within the County of Los Angeles as the Exclusive Contractor for the District.

The services incorporated into this Master Contract consisted of facilitating in creating an efficient system composing of 100+ Line Items; coordinating up-to five inhouse 4-man-crews to accommodate Work Orders; implementing knowledge gained from years of experience in the industry for effective solutions and outcomes; and proficient document-management-control capturing accurate record keeping, accounting and other general project management reporting documentations.

The services provided consisted of furnishing and installing appropriate pipe and appurtenances required for upgrades, replacements, leak repairs, and all new water systems; furthermore, this contract required the Contractor to stay available on an 'On-Call' basis – 24 hours a day, seven days a week – to service emergency leaks. The construction aspect of this Agreement encompassed water mains (up-to 24-inch Ø), water services/laterals, meters, valves (cut-ins & line-stop types), fire hydrants, fire services, backflow-preventers, traffic control, trenching/excavating, shoring systems, backfilling, compacting, and pavement/landscape restoration repairs (Porcelain Cement Concrete, Hot-Mix Asphalt, Landscaping, and Striping Repairs). Operations were conducted within the Public and Private ROW, and being performed for the public, developers, or residents.

The duration of the Master Contract's terms incorporated the maximum allowable contractual term 1-Year plus (+) Two 1-Year add-ons, concluding to a Three-Year term with over One Thousand successfully completed work orders.

ORANGE COVE WATER IMPROVEMENTS PROJECT

CITY OF ORANGE COVE | 2014 | $2.3M

Project Manager

This project was qualified and approved for 100% funding by the California Department of Public Works. This contract encompassed of upgrading and installing 1,900 new water services and 'smart' meters (providing daily electronic readings of the meters).

This contract required working side-by-side with the engineering firm facilitating the design of this project, then establishing a protocol to effectively tackle this project, and implementing such protocols with the crews. In addition to the construction services in this Contract, additional services included coordinating, identifying and recording the size, location, length, reading and type (where applicable) of every water service, meter, backflow preventer, fire hydrant, and fire service throughout the City. To utilize the smart features of the water meters, we had to get the longitude and latitude for each water meter location. Given the ad-hoc nature of some of the residential units within the city, we encountered challenging circumstances that were overcome by proper management and people skills.

This project was concluded to a successful completion, with a tremendous amount of time remaining in the Contract followed by the effective management, supervision, scheduling and implementation of available resources.

CITY OF FRESNO MAINTENANCE & REPAIR CONTRACT

City of Fresno | 2013 | T&M

Project Manager

The on-call service calls required a crew to be dispatched onsite within 4-hours of its request. This contract required the Contractors availability 24 hours a day, for 7 days a week.

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NEZAR ALSMADI | EXECUTIVE • CONSTRUCTION PROJECT MANAGER

ORANGE COUNTY GREAT PARK – VISITOR CENTER PAVILION & SOUTH LAWN PROJECT

City of Irvine | 2013 | $22.8M

Project Engineer | Jr. Project Manager

This project included the construction of a new Visitor Center Pavilion, and expansion of the Great Park's sports programs and other unique features along the 'South Lawn' of the Great Park. The positive economic impact from this project resulted to 15% of the parks footprint at the time, with the South Lawn portion of this project alone generating more than 50 full-time equivalent construction jobs for the Orange County economy.

The Visitor Center Pavilion consisted of a new ground-up 5,000 Sq-Ft unique building that became the Great Park's first new permanent building. This building included features such as a large lobby, restroom facilities, concession areas, exhibition areas and office spaces.

The South Lawn included features such as four tournament-quality soccer fields (encompassed of synthetic and natural grass) with professional light features, concrete basketball courts, 750-ft walkable historical timeline walkway made up of pavers and thereby connecting the South Lawn to the famous 400-ft high Great Park's orange balloon, restroom facilities, jogging and exercise trails made of decomposed granite, 400+ landscape tree plantings, six ponds that became the parks firsts water features, and a state-of-the-art storm water collection management system with filtration and store storm water mixed with reclaimed water from Irvine Ranch Water District.

The sophistication of the infrastructure improvements of this development included underground wet and dry utilities, electrical equipment and lighting, drainage improvements, irrigations systems, concrete and masonry construction, asphalt roadways, landscape improvements, and fencing throughout the project. The complexity of this project, in addition to the obstacles of the stringent regulations of the Great Park, this Project created unique challenges that required a distinctive type of experienced management skills to overcome such obstacles. The outcome of this project resulted to acquiring the 2013 Project of the Year Award (American Public Works Association, Southern California Chapter South Lawn Storm Water Management System).

ADDITIONAL PRIOR EXPERIENCE(S) –

CALIFORNIA | 2010-2023

Along with the projects listed above, Nezar's experience includes a substantial list of additional Projects relating to the Construction areas indicated under the Qualifications section; some of these projects are –

- Caltrans Highway Realignment Project (sub to Granite Construction) – Underground Utility & Concrete Div. | $15.8M
- Failing Retaining Wall Replacements | Brea, CA | $150K
- Concrete & Masonry Exclusive Contractor | Orange & LA Counties | $450K (in 2022)
- Lot Grading & Drainage System Project | Corona, CA | $90K
- New ADU Ground-Up Construction | Irvine, CA | $400K
- Downtown LA Rehabilitation Project | Los Angeles, CA | $3.2M
- Concrete Roadway Improvement Project | Cypress, CA | $615K
- Pool & Balcony Addition Project | Irvine, CA | $500K
- New Free-standing Patio Cover | Newport Beach, CA | $75K
- New Free-standing Patio Cover | Laguna Beach, CA | $67K
- Two Community Pools Plaster and Decks Replacement Project | Norwalk, CA | $350K

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— Additional References —

Hollydale Mobile Home Park
Address: 5700 Carbon Canyon Road, Brea, CA 92823 | **Phone:** 714-528-7779
Scope Of Work:
Scope involved trench excavation with protective shoring, installation of new water and sewer pipelines, and precision tie-ins to existing mains. Work included bypass pumping to maintain service continuity, bedding and backfill compaction to specification, disinfection and pressure testing, and restoration of disturbed surfaces with concrete and asphalt paving.

Crestmont Estates
Address: 1051 Site Dr, Brea, CA 92821 **| Phone:** 714-529-4131
Scope Of Work:
Performed reconstruction and elevation adjustments of existing manholes, valve boxes, and frame covers to accommodate new surface grades. Work involved sawcutting and demolition, structural masonry repair, mortar grouting, sealing of penetrations, and compaction of backfill materials. Final steps included resetting cast-iron covers and restoring surrounding asphalt and concrete surfaces.

Lincoln Center Mobile Home Park
Address: 9080 Bloomfield Avenue, Cypress, CA 90630 | **Phone:** 714-826-6211
Scope Of Work:
Executed urgent utility repair services including broken waterlines, collapsed storm drains, and damaged sewer laterals. Crews mobilized rapidly, secured the work zone, and performed trench excavation, pipe replacement, and tie-ins to restore service. Scope included trench safety systems, bypass pumping, compaction of engineered backfill, and site restoration with asphalt and concrete surfacing.

Thunderbird Mobile Home Park
Address: 13102 Partridge Street, Garden Grove, CA 92843 **| Phone:** 714-534-3478
Scope Of Work:
Work consisted of installing reinforced concrete storm drain piping, precast catch basins, and manhole structures. The scope also required utility crossings, adjustments to existing inlets, joint sealing, structure grouting, and integration with existing stormwater systems. Final restoration included roadway patching, sidewalk reconstruction, and grading for positive drainage.

Arrowhead Mobile Home Park
Address: 201 East Arrow Highway, Glendora, CA 91740 | **Phone:** 626-963-2295

Granada Villa Mobile Home Park
Address: 18540 Soledad Canyon Road, Canyon Country, CA 91351 | **Phone:** 661-252-3515

Rainbow Mobile Home Park
Address: 715 West 220th Street, Torrance, CA 90502 **| Phone:** 424-271-7626

Rio Vista Mobile Estates
Address: 320 North Park Vista Street, Anaheim, CA 92806 **| Phone:** 714-630-7704

Fountain Valley Estates
Address: 9320 Talbert Avenue, Fountain Valley, CA 92708 **| Phone:** 714-962-2112

Corona West Estates
Address: 995 Pomona Road, Corona, CA 92882 **| Phone:** 951-737-7979

Corona La Linda Mobile Home Park
Address: 777 South Temescal Street, Corona, CA 92879 | **Phone:** 951-734-1094

Continental Community
Address: 2804 West First Street, Santa Ana, CA 92703 | **Phone:** 714-543-3464

Glenair Mobile Home Park
Address: 1700 South Glendora Avenue, Glendora, CA 91740 | **Phone:** 626-963-1015

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, We R Builders, (hereinafter referred to as "Contractor") intends to submit a bid to the City of West Covina, California, a Municipal Corporation, for the performance of certain work as required in the City of West Covina Project No. 24005 said work being: Southside Sewer Replacement as shown in this specification on the Plan No. _____, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and _____ Merchants Bonding Company (Mutual) a corporation organized and existing under the laws of the State of Iowa, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of West Covina, as Obligee, in the sum of Ten Percent of the Total Bid Amount Dollars ($ (10% of Total Bid)) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of West Covina in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 17th day of November, 2025.

Principal We R Builders

By _____

Title President, Secretary & Treasurer

Surety Merchants Bonding Company (Mutual)

By _____

Title Thao Luu, Attorney-in-Fact

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on November 17, 2025, in the City of Mission Viejo, State of California.

--OR--

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this _____ day of _____, 20__, before me, _____ a Notary Public, personally appeared _____, personally known to me (or proved to me) on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to this instrument, and acknowledge to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for said
County and State

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On November 19, 2025 *Date* before me, Lamees Alsmadi, Notary Public *Here Insert Name and Title of the Officer*

personally appeared Nezar Alsmadi *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LAMEES ALSMADI
Notary Public - California
Los Angeles County
Commission # 2468697
My Comm. Expires Oct 28, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lamees Alsmadi
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

©2019 National Notary Association

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

County of Orange

On NOV 17 2025 (Date) before me, Irene Luong (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Thao Luu (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

IRENE LUONG
Notary Public - California
Orange County
Commission # 2384919
My Comm. Expires Nov 30, 2025

Place Notary Seal Above

Signature _____
Signature of Notary Public Irene Luong

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alexander R Holsheimer; Christine Woolford; Danielle Hanson; Emilie George; Irene Luong; James W Moilanen; P Austin Neff; Thao Luu; Yung T Mullick

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of July , 2024 .

MERCHANTS NATIONAL BONDING INCORPORATED -O- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -O- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of November , 2025 .

MERCHANTS NATIONAL BONDING INCORPORATED -O- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -O- 1933

William Warner Jr.
Secretary

No. 2482-8

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Merchants Bonding Company (Mutual)

of Iowa, organized under the laws of Iowa, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety, Liability, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 1st day of October, 2015, I have hereunto set my hand and caused my official seal to be affixed this 1st day of October, 2015.*

Dave Jones
Insurance Commissioner

By

Valerie Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of West Covina a bid or proposal does hereby certify:

1. That all statements of fact in such bid or proposal are true;

2. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

3. That such bid or proposal is genuine and not collusive or sham;

4. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of West Covina or of any other bidder or anyone else interested in the proposed procurement;

5. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

6. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

7. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of West Covina, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

8. Did not provide, directly or indirectly to any officer or employee of the City of West Covina any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

9. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of West Covina either currently or within the last two (2) years.

10. That no officer or principal of the undersigned firm nor any sub-contractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On 11/19/2025 at Riverside California.

Firm We R Builders, Inc.

Street 1608 Palmyrita Ave

City Riverside State CA Zip 92507

Signature

Nezar Alsmadi
Name

President, Secretary & Treasurer
Title

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

CERTIFICATION OF PRINCIPAL

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

DATED: 11/19/2025

Signature of Principal

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

AGREEMENT FOR INDEMNIFICATION
BY CONTRACTOR/VENDOR

The City of West Covina requires contractors and suppliers of service to the City to indemnify and hold the City of West Covina harmless for claims or losses arising from or in connection with the contracting party's work for the City of West Covina before a purchase order is issued. To eliminate misunderstandings between contracting parties and the City in case of a claim or lawsuit, the City of West Covina requires that contracting parties who perform services for the City sign this Agreement. This Agreement will act as and become a part of each contract/purchase order between the City of West Covina and the contracting parties signing the Agreement.

In consideration of the opportunity of doing work for the City of West Covina and benefits to be received thereby, the contracting party agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of West Covina awarding a contract, this Agreement is to be considered part of that contract.

2. Contractor agrees to indemnify the City of West Covina and any officer, employee or agent, and hold the City of West Covina and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.

3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides, "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will occur as to any contracts awarded by the City of West Covina to the contracting party to this Agreement while this Agreement is in force.

4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.

5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of West Covina. As a condition precedent to acceptance, and contracts from the City of West Covina and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to its writing before the work of the representative successor or assignees begin; such assignment shall be effective with the written consent of the City of West Covina.

6. To promptly notify the City of West Covina of any change in ownership of the contracting party while this Agreement is in force.

7. In the event that this Agreement, contract, or purchase order is entered into with the West Covina Community Development Commission, wherever the term "City of West Covina" is indicated, it shall also be applicable to the West Covina Community Development Commission.

This Agreement cannot be modified or changed without the express written consent of the City Attorney of the City of West Covina.

On behalf of We R Builders, Inc.
(Name of Contractor/Vendor)
1608 Palmyrita Ave Riverside, CA 92507
(Address)

I agree to the terms of this Agreement.

Signature _____

Title President, Secretary & Treasurer

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Attachment

We R Builders, Inc.
DIR Proof of Registration

1000884610 - We R Builders

Customer Account Lookup

PWCR	1000884610
Legal Entity Name	We R Builders
Contractor Status	DIR Approved
Doing Business As (DBA)	We R Builders
CSLB	1055746
Business Structure	-- None --
Business Phone	714-874-5275
President	Nezar Alsmadi
Ext	
Email	admin@wrbconstruction.com
Registration Start Date	2025-07-01
Registration End Date	2027-06-30

Crafts

Cement Mason | Laborer and Related Classifications | Operating Engineer | Teamster (Applies only to work on the construction site)

Address

Mailing Address	3746 Foothill Blvd.304
Physical Address	
Mailing Address - City	Glendale
Physical Address - City	
Mailing Address - State	CA
Physical Address - State	
Mailing Address - Zip	91214
Physical Address - Zip	
Mailing Address - Country	United States
Physical Address - Country	

Morrow Trenchless, LLC
DIR Proof of Registration

1000983613 - Morrow Trenchless, LLC

Customer Account Lookup

PWCR	1000983613
Legal Entity Name	Morrow Trenchless, LLC
Contractor Status	DIR Approved
Doing Business As (DBA)	Morrow Trenchless
CSLB	1097898
Business Structure	Limited Liability Company (LLC)
Business Phone	6614961589
President	Robert Morrow
Ext	
Email	jennifer@morrowtrenchless.com
Registration Start Date	2025-07-01
Registration End Date	2028-06-30

Crafts

Laborer and Related Classifications | Laborer and Related Classifications (Building Construction)

Address

Mailing Address	1001 Avenida PicoC-420
Physical Address	
Mailing Address - City	San Clemente
Physical Address - City	
Mailing Address - State	CA
Physical Address - State	
Mailing Address - Zip	92673
Physical Address - Zip	
Mailing Address - Country	United States
Physical Address - Country	

Insituform Technologies, LLC
DIR Proof of Registration

1000009689 - Insituform Technologies, LLC

Customer Account Lookup

PWCR	1000009689
Legal Entity Name	Insituform Technologies, LLC
Contractor Status	DIR Approved
Doing Business As (DBA)	Insituform Technologies, LLC
CSLB	758411A
Business Structure	Limited Liability Company (LLC)
Business Phone	636-530-8056
President	Robert Moorhead
Ext	
Email	dcola@azuria.com
Registration Start Date	2025-07-01
Registration End Date	2028-06-30

Crafts

LABORER | Operating Engineer | TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

Address

Mailing Address	580 Goddard Avenue
Physical Address	12607 Hiddencreek Way, Suite E E
Mailing Address - City	Chesterfield
Physical Address - City	Cerritos
Mailing Address - State	MO
Physical Address - State	
Mailing Address - Zip	63005
Physical Address - Zip	90703
Mailing Address - Country	United States
Physical Address - Country	United States

Pipe Tec, Inc.
DIR Proof of Registration

1000006547 - PIPE TEC, INC.

Customer Account Lookup

PWCR	1000006547
Legal Entity Name	PIPE TEC, INC.
Contractor Status	DIR Approved
Doing Business As (DBA)	PIPE TEC, INC.
CSLB	987784
Business Structure	Corporation - C corp
Business Phone	6263381434
President	Michael A Prlich
Ext	
Email	info@pipetec-inc.com
Registration Start Date	2025-01-16
Registration End Date	2027-06-30

Crafts

Laborer and Related Classifications | Teamster (Work on a construction site) | Traffic Control/Lane Closure (Laborer) | LABORER

Address

Mailing Address	5103 ELTON STREET
Physical Address	
Mailing Address - City	BALDWIN PARK
Physical Address - City	
Mailing Address - State	CA
Physical Address - State	
Mailing Address - Zip	91706
Physical Address - Zip	
Mailing Address - Country	united states
Physical Address - Country	

EXHIBIT B

CERTIFICATES OF INSURANCE

EXHIBIT C

BONDS

ATTACHMENT NO. 2

RESOLUTION NO. 2025-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (SOUTHSIDE SEWER REPLACEMENT)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on June 3, 2025, the Acting City Manager presented to the City Council a proposed budget for Fiscal Year 2025-26 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 17, 2025 the City Council adopted a budget for Fiscal Year 2025-26; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 2026-12, attached hereto as Exhibit A, for Fiscal Year 2025-26.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 16th day of December, 2025.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-100 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 16th day of December, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-12
Southside Sewer Replacement Budget Increase

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 189-Sewer Maintenance			
Revenue	4,689,600		4,689,600
Expenditures	2,626,060	1,253,172	3,879,232
Net Change in Fund Balance	**2,063,540**	**1,253,172**	**810,368**
EXPENDITURE TOTAL INCREASE		**1,253,172**	

AGENDA ITEM NO. 7

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 16, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF CONSTRUCTION AGREEMENT FOR CITYWIDE SIDEWALK, CURB & GUTTER REPAIR FY 25-26 - PROJECT NO. 26010/26013**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Award the construction agreement for the Citywide Sidewalk, Curb & Gutter Repair FY 25-26 Project (Project No. 26010/26013) to F.S. Contractors, Inc. as the lowest responsible bidder.
2. Authorize the Acting City Manager to execute an agreement with F.S. Contractors, Inc. for $311,886.00, in such final form as approved by the City Attorney.
3. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions.
4. Authorize the City Manager to negotiate and execute any amendments and/or change orders to the agreement within the approved contingency amount.
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

BACKGROUND:

The project involves the removal and replacement of deteriorated concrete infrastructure, such as sidewalks, curbs, gutters, and driveway approaches at multiple locations throughout the City where these facilities have been identified as damaged or in need of rehabilitation.

DISCUSSION:

On November 4, 2025, staff advertised a construction bid package. The following twelve (12) bids were received by the City at the Bid Opening held on November 19, 2025, at 1:00 PM.

Contractor Name	Total Bid Amount
F.S. Contractors, Inc.	$311,886.00
TOWO Enterprise Inc	$346,457.00
Carter Enterprise group, Inc. DBA Pavement Rehab Company	$348,892.00
Gentry Brothers Inc	$350,028.00
CJ Concrete Construction, Inc.	$352,629.00
SAVI Construction Inc.	$389,988.00
C+H Civilworks	$391,970.00

Paveco Construction Inc	$403,247.50
Hardy & Harper, Inc.	$403,884.00
Aneen Construction Company, Inc.	$406,957.00
Dash Construction Company, Inc.	$455,277.00
Gentry General Engineering, Inc.	$557,763.00

Staff conducted a comprehensive bid analysis, which included verification of references, contractor licensing through the California Contractors State License Board, Department of Industrial Relations registration, and State and Federal debarment status for the apparent lowest bidder, F.S. Contractors, Inc. Staff confirmed that the bidder met all requirements, and no issues were found.

Lowest Responsive Bid
The lowest responsive and responsible bid was submitted by F.S. Contractors, Inc. in the amount of $311,886.00. Following Council's approval, the City will enter into an agreement with F.S. Contractors, Inc. in such final form as approved by the City Attorney. A draft agreement is included as Attachment 1.

Project Timeline
If approved, the project is anticipated to commence in Spring 2026 with an estimated completion time of two months. The contractor will provide residents with a City-approved flyer notifying them of the construction 48 hours in advance.

LEGAL REVIEW:
The City Attorney's Office will review and approve the final form of the agreement prior to execution.

OPTIONS:
The City Council has the following options:

1. Approve Staff's recommendation; or
2. Provide an alternative direction.

ENVIRONMENTAL REVIEW:
The proposed project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302: Replacement or reconstruction. Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including, replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. The project includes removal and replacement of deteriorated concrete infrastructure throughout the City involving a negligible expansion of capacity. Therefore, the project is categorically exempt from CEQA.

Prepared by: Robert Ortega, CIP Project Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Construction Cost	$311,886.00
Contingency allowance (15%)	$46,782.90

Total Construction Budget	**$358,668.90**
Project Management and Administration	$10,000.00
Construction Management, Inspection and Materials Testing/Inspection	$35,866.89
Newspaper Advertisement, Misc. Expenses	$1,513.55
Total Project Budget	**$406,049.34**

The funds available for this project are as follows:

Project No.	Project Name	Funding Source	Account No.	Amount
C26010	Sidewalk & Concrete Repairs	Fund 128 TDA	128.503.80.85.00.00.72.72000.	$400,000.00
C26013	Sidewalk, Curb & Gutter Repairs	Fund 128 TDA	128.503.80.85.00.00.72.72000.	$70,000.00
			Total	**$470,000.00**

Attachments

Attachment No. 1 - Draft Agreement
Attachment No.2 - Project Map

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness
An Accessible Community

CITY OF WEST COVINA
CONSTRUCTION SERVICES AGREEMENT FOR
PROJECT NO. 26010/26013
CITYWIDE SIDEWALK, CURB & GUTTER REPAIR FY 25-26

THIS CONSTRUCTION SERVICES AGREEMENT (herein "Agreement") is made and entered into as of December 16, 2025 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation (herein "City"), and F.S. CONTRACTORS, INC., a California corporation (herein "Contractor").

RECITALS

A. City requires construction services for the Citywide Sidewalk, Curb & Gutter Repair FY 25-26 Project, Project No. 26010/26013 ("Project"), that meet the requirements as shown in the project specifications and this Agreement.

B. Contractor has submitted a bid to perform the construction services for the Project and has represented to City that Contractor is qualified to perform said services.

C. City has determined that Contractor is the lowest responsible bidder.

D. City and Contractor desire to enter into this Agreement for the Project on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide all work described in the Contract Documents, as further described herein, which services may be referred to herein as the "services" or "work". As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose intended.

1.2 Documents Included in Contract. The complete Agreement consists of:

(a) This Agreement;
(b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract Documents for the Project (collectively, "Bid Documents"), released November 4, 2025, incorporated by this reference as if fully set forth herein;
(c) Addendum No. 1 to the Bid Documents, dated November 13, 2025,

incorporated by this reference as if fully set forth herein;

(d) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;

(e) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;

(f) Bonds, attached hereto as Exhibit C and incorporated herein;

(g) The Standard Specifications and Standard Specifications for Public Works Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and

(h) All exhibits and attachments to the foregoing documents.

The documents comprising the complete Agreement may be referred to in this Agreement as the "Contract Documents." In the event of an inconsistency between any of the terms in this Agreement and any of the documents referenced above, this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time the work is performed.

1.4 Licenses, Permits, Fees, and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including a business license from the City. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own active negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Contractor shall require all subcontractors to

comply with the provisions of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 2-358. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of California Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the California Labor Code regarding eight (8)-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the California Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the California Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of California Labor Code

Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with California Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to California Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the California Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of California Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of California Labor Code Sections 1771 and 1725.5 requiring registration with the DIR.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Three Hundred Eleven Thousand Eight Hundred Eighty-Six Dollars and Zero Cents ($311,886.00) (herein "Contract Sum"), except as provided in Section 1.8 (Additional Services). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the Contract Sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made within thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) of the Contract Sum shall be retained as performance security as detailed in Section 2.3 (Retention of Funds).

2.3 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section, City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by California Public Contract Code Section 7107 of up to 150% of the amount in dispute. City's failure to deduct or withhold

shall not affect Contractor's obligations hereunder. To the extent consistent with California Public Contract Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in California Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall not commence work until Contractor receives a notice to proceed from the City. Contractor shall complete the work within thirty (30) working days from the commencement date specified in the notice to proceed. Prior to the commencement of work, Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period(s) specified in the Construction Schedule for performance of the services rendered pursuant to this Agreement shall be extended to the extent caused by delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency other than the City, if Contractor within ten (10) days of the commencement of such delay notifies the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

3.4 Term. Unless earlier terminated as set forth herein, this Agreement shall continue in full force and effect until final approval and acceptance of the Project by the City.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jose Angel Fierros, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore,

the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. Contractor shall keep the Contract Officer informed of Contractor's progress on the services. Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein or in the City's Municipal Code, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required by this Agreement, to the extent permitted by the City's Municipal Code.

4.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor of any liability hereunder without the City's express consent.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation. City, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the specifications call for Contractor to remove, relocate, reconstruct or protect such lines, all such work shall be deemed included in the Contract Sum.

Contractor having been presented with a reasonable basis to suspect that any previously unidentified main or trunkline may need to be removed, relocated or protected in place, Contractor shall immediately notify City and the affected utility company in writing of such belief, and the basis therefor, and Contractor shall thereafter work with the City and the utility company to coordinate such removal, relocation or protection. City shall reimburse Contractor for its reasonable costs incurred in locating and repairing damage not caused by Contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delays which meet both of the following requirements: (i) the delays occurred after Contractor gave City the written notice required by this Section; and (ii) the delays were caused by the removal, protection, or relocation of such unidentified utility facilities. Nothing herein shall be deemed to prevent the City from seeking reimbursement of any such costs from the affected utility company.

4.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, if the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.8 (Additional Services) of this Agreement.

(c) If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.8 Best Management Practices. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Contractor shall certify it has received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) If required to meet the limits specified herein, umbrella or excess liability insurance with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(i) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;

(ii) "Pay on behalf of" wording as opposed to "reimbursement";

(iii) Concurrency of effective dates with primary policies.

If Contractor obtains and maintains an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

(d) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for Contractor's employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and

volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, Contractor certifies as follows:

I am aware of, and will comply with, Section 3700 of the California Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

Contractor shall also comply with Section 3800 of the California Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this section.

(e) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The Builder's Risk coverage shall name the City as a loss payee. If the Project does not involve new or major construction, City may, in its discretion, permit an Installation Floater. If authorized, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation, and testing at the project site.

If Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2 Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with the City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5 Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

5.6 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the City is listed as an additional insured on insurance required of subcontractors.

5.7 Sufficiency of Insurers. Insurance required by this Agreement shall be satisfactory only if issued by companies authorized to do business in California, rated with a current A.M. Best's rating of no less than A:VII unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the City's Risk Manager determines that the work or services

to be performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies required by this Section by providing written notice to Contractor; provided that Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.0 BONDS

6.1 Labor and Materials, Performance and Warranty Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City: (1) a labor and materials bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the payment of all persons furnishing labor or materials in connection with the work, (2) a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Agreement, and (3) a warranty bond in an amount equal to fifty percent (50%) of the Contract Sum to guarantee the work for a period of one (1) year following completion of the work, on the forms provided by the City. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.2 Sufficiency of Sureties. Sureties must be authorized to issue bonds in California. In addition, sureties must possess a minimum rating from A. M. Best Company of A:VII and must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, http://www.fms.treas.gov/c570/c570.html, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds must be on a joint and several basis.

6.3 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Agreement for the work to be performed will be permitted at the request and expense of Contractor.

7.0 INDEMNIFICATION

Contractor agrees to defend (with legal counsel of City's choosing), indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the

defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained in any other document, which shall be of no force and effect.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) If the City, its officers, agents or employees is/are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set forth herein shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all subcontractors.

8.0 RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer may require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event

and the estimated increased or decreased cost related thereto.

8.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as may be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

9.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Notice of Default and Cure Period. If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

9.3 Termination for Default of Contractor. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, upon termination, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

9.4 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving Contractor thirty (30) days prior written notice of termination of the Agreement. Upon receipt of the notice of termination, Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

(a) The contract value of the work completed through and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

(b) Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.

(c) The cost of materials custom-made for this Agreement which Contractor cannot use in its normal course of business, and for which the City has not already paid.

(d) Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this Section shall supersede any inconsistent provisions of the Agreement or the Bid Documents. City and Contractor agree that the provisions of this Section are a substantive part of this Agreement's consideration.

9.5 "Claims" by Contractor under Section 9204. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be subject to all requirements of California Public Contract Code Section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section 9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

9.6 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be considered a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.9 Liquidated Damages. Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of Five Hundred Dollars ($500.00) for each calendar day of delay in the performance of any service required hereunder. Contractor further agrees that liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services. The City may withhold from any amounts payable on account of services performed by Contractor any accrued liquidated damages. Contractor, on behalf of itself and its sureties, and City agree that the liquidated damages constitute a reasonable estimate of actual damages, and are not punitive.

10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

10.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Conflict of Interest. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, gender

expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry.

11.0 MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City:
City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790
Attn: City Engineer

To Contractor:
F.S. Contractors, Inc.
14838 Bledsoe Street
Sylmar, CA 91342
Attn: Jose Angel Fierros

11.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

11.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. If one or more of the words, phrases, sentences, clauses, paragraphs, or sections in this Agreement is declared unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any of the remaining words, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are severable. Remaining enforceable provisions shall be interpreted to carry out the intent of the parties unless an invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

11.5 Hiring of Undocumented Aliens Prohibited. Contractor shall not hire, employ, or allow any person to work under this Agreement unless such person is properly documented and may legally work within the United States.

11.6 Unfair Business Practices Claims. Consistent with California Public Contract Code Section 7103.5, Contractor, on behalf of itself and all subcontractors, offers and agrees to assign to the City all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) and under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement. This assignment

becomes effective when the City renders final payment to Contractor without further acknowledgment by the parties.

11.7 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

11.8 Legal Responsibilities. Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, assigns nor employees shall be liable at law or in equity as a result of Contractor's failure to comply with this Section.

11.9 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Milan Mrakich
Acting City Manager

CONTRACTOR

_____ Date: _____
Jose Angel Fierros
President

ATTEST:

_____
Monique S. De La Rosa
Deputy City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Finance Director

EXHIBIT A

CONTRACTOR'S PROPOSAL

III. BID DOCUMENTS

III. BID DOCUMENTS

PROPOSAL

Project No: 26010/26013
CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS FY25-26

SUBMITTED BY: FS Contractors, Inc.
(Bidder's Name)

TO: City Clerk
City of West Covina
California

Dear Madam:

We have carefully examined the sites, local conditions affecting the same, the Instructions to Bidders and Notice to Contractors, the agreement, the detailed plans and specifications and all bid and contract documents for the work set forth in the official publications, and submit herewith the following schedule of prices.

If awarded the contract, we agree to begin work within ten (10) working days after receiving notice to proceed and to complete proposed work within the time period as stated in the Section I. Notice to Contractors, 7."Schedule of Work" We further agree to sign and return the contract to the City within ten (10) working days after receiving notice that the contract is ready for signature and to furnish bonds, insurance endorsements and certificates, and any other required documents in the form prescribed by the City at the same time.

The undersigned furthermore agrees that in case of default in executing such contract with necessary bonds within the specified time, the cash, check or bond accompanying this bid and the money payable thereon shall be forfeited hereby to and remain the property of the City of West Covina, except as provided in Public Contract Code Section 20174.

The undersigned has carefully checked all of the figures and understands that the City of West Covina will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Contractor shall use City supplied bond forms only.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

PROPOSAL SCHEDULE

Project No: 26010/26013
CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS FY25-26

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
1a	Amar Rd from Grandview Ln S to Valinda Ave (626). Remove and replace 4" PCC sidewalk.	626	SF	$ 15.00	$ 9,390.00
1b	Amar Rd from Grandview Ln S to Valinda Ave (Total). Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	87	LF	$ 80.00	$ 6,960.00
2a	Azusa Ave between Vine Ave and Cameron Ave. Remove and replace 4" PCC sidewalk (Total).	2631	SF	$ 14.00	$ 36,834.00
2b	Azusa Ave between Vine Ave and Cameron Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section) (Total).	52	LF	$ 80.00	$ 4,160.00
3a	Mt Sac. Remove and replace 4" PCC sidewalk (Total).	2680	SF	$ 14.00	$ 37,520.00
3b	Mt Sac. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item (Total).	950	SF	$ 15.00	$ 14,250.00
3c	Mt Sac. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	307	LF	$ 80.00	$ 24,560.00
4	419 S Pima Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section). Location includes repainting existing address on curb.	45	LF	$ 80.00	$ 3,600.00
5a	East side of Glendora Ave between W Garvey Ave S and West Covina Pkwy (Total). Remove and replace 4" PCC sidewalk.	715	SF	$ 15.00	$ 10,725.00
5b	West side of Glendora Ave between W Garvey Ave S and West Covina Pkwy (Total). Remove and replace 4" PCC sidewalk.	1368	SF	$ 15.00	$ 20,520.00
5c	Glendora Ave between W Garvey Ave S and West Covina Pkwy. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing.	342	SF	$ 15.00	$ 5,130.00

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
6a	West Covina Pkwy between Vincent Ave and Sunset Ave. Remove and replace 4" PCC sidewalk	2593	SF	$ 14.00	$36,302.00
6b	West Covina Pkwy between Vincent Ave and Sunset Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section). Location includes repainting existing address on curb.	233	LF	$ 80.00	$ 18,640.00
6c	West Covina Pkwy between Vincent Ave and Sunset Ave. Remove and replace existing bus pad. Concrete replacement shall be full depth of existing using 3,000 PSI concrete. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section). Where existing panel adjacent is not being replaced dowels shall be installed per Replacement shall be installed per SPPWC Std Plan 131-3.	3506	SF	$ 15.00	$52,590.00
7a	763 N Sunset Ave. Remove and replace 4" PCC sidewalk.	445	SF	$ 15.00	$ 6,675.00
7b	763 N Sunset Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section). Location includes repainting red curb paint on curb.	114	LF	$ 80.00	$ 9,120.00
7c	763 N Sunset Ave. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	458	SF	$ 15.00	$ 6,870.00
8a	1616 S Willow Ave Remove and replace 4" PCC sidewalk.	56	SF	$ 15.00	$ 840.00
8b	1616 S Willow Ave Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section). Location includes repainting red curb paint on curb.	60	LF	80.00	4,800.00
9	1209 W Margarita Ave Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section). Location includes repainting red curb paint on curb.	30	LF	80.00	2,400.00

TOTAL BID AMOUNT IN WORDS: Three hundred eleven thousand, eight hundred eighty six dollars $ 00/100

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BID AMOUNT.</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: Jose Angel Fierros

Date of Inspection: 11/18/25

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 11/13/25

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

SUB-CONTRACTOR LIST

We propose to use the following listed sub-contractors as per Public Contract Code Section 4100 et seq.:

Sub-Contractors Name: N/A		Address:	
Description of Work:			
Phone No.	Contractor's License #	DIR #	Dollar Amount

Sub-Contractors Name:		Address:	
Description of Work:			
Phone No.	Contractor's License #	DIR #	Dollar Amount

Sub-Contractors Name:		Address:	
Description of Work:			
Phone No.	Contractor's License #	DIR #	Dollar Amount

Sub-Contractors Name:		Address:	
Description of Work:			
Phone No.	Contractor's License #	DIR #	Dollar Amount

Percent of work to be performed by sub-contractors: _____%
(Note: 50% of work required to be performed by general contractor)
For additional Sub-Contractors, add separate sheets

BIDDERS GUARANTEE

Enclosed is Cash ( ), Cashier's Check ( ), Certified Check ( ), or Bid Bond (X), in the sum of $_____ is at least 10% of the amount bid.

Contractor: FS Contractors, Inc.

Address: 14838 Bledsoe St. Sylmar, CA 91342

Fax Number: (818) 838-6171

Telephone Number: (818) 838-6040

Email Address: martha@fscontractorsinc.com

By: J. Angel Ficing
Signature of Contractor

President
Title

State of California Contractor's License:

Classification: A-C8-C27 License No: 1005940 Expiration: 7/31/27

DIR Registration No: 1000033438

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

REFERENCES FOR WORK PER BID SCHEDULE

Date: 11/19/25

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work **within the past two years.**

1.

City of Thousand Oaks, 2100 E Thousand Oaks Blvd., Thousand Oaks, CA 91362
Name and address of Public Agency

Name and Telephone No. of Project Manager Chandani Gunasekara (805) 449-2461

$704,645.00	Concrete improvements	10/14/2025
Contract Amount	Type of Work	Date Completed

2.

City of Calabasas, 100 Civic Center Way, Calabasas, CA 91302
Name and address of Public Agency

Name and Telephone No. of Project Manager Soheil Sheikhlar (818) 224-1692

$508,943.00	Concrete improvements	4/27/2025
Contract Amount	Type of Work	Date Completed

3.

City of Commerce, 2535 Commerce Way, Commerce, CA 90040
Name and address of Public Agency

Name and Telephone No. of Project Manager Gina Nila (323) 722-4805

$978,916.50	Concrete improvements	2/27/2024
Contract Amount	Type of Work	Date Completed

If additional space is needed, please duplicate this sheet; do not write on the back.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FS Contractors, Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of West Covina, California, a Municipal Corporation, for the performance of certain work as required in the City of West Covina Project No. _____ said work being: Citywide Sidewalk, Curb & Gutter Repair as shown in this specification on the Plan No. _____, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and _____ RLI Insurance Company a corporation organized and existing under the laws of the State of California, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of West Covina, as Obligee, in the sum of Ten Percent of the Total Amount of the Bid (10%) Dollars ($ 10%) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of West Covina in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 19 day of November, 2025.

Principal FS Contractors, Inc.

By J. Angel Flores

Title President

Surety RLI Insurance Company

By _____

Title Patricia Zenizo, Attorney-in-Fact

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on _____, 20__, in the City of _____, State of California.

--OR--

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this _____ day of _____, 20__, before me, _____ a Notary Public, personally appeared _____, personally known to me (or proved to me) on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to this instrument, and acknowledge to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for said
County and State

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE **No** 08854

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

RLI Insurance Company

of Illinois *, organized under the*

laws of Illinois *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 21st *day of* December, 2010, *I have hereunto set my hand and caused my official seal to be affixed this* 21st *day of* December, 2010.

Steve Poizner
Insurance Commissioner

By

Susan J. Stapp
for Jesse Huff
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CB-3

OSP 09 39391

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 11/19/25 before me, Patricia Zenizo,
Date *Here Insert Name and Title of the Officer*

personally appeared Pietro Daniel Micciche,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PIETRO DANIEL MICCICHE
Notary Public - California
Los Angeles County
Commission # 2505284
My Comm. Expires Nov 24, 2028

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ *Signer(s) Other Than Named Above:* _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Patricia Zenizo, Pietro Micciche, Elisabete Salazar, jointly or severally

in the City of Glendale, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 23rd day of August, 2024.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Illinois }
County of Peoria } SS

On this 23rd day of August, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 19 day of November, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

0449553020212

A0058D19

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of West Covina a bid or proposal does hereby certify:

1. That all statements of fact in such bid or proposal are true;

2. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

3. That such bid or proposal is genuine and not collusive or sham;

4. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of West Covina or of any other bidder or anyone else interested in the proposed procurement;

5. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

6. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

7. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of West Covina, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

8. Did not provide, directly or indirectly to any officer or employee of the City of West Covina any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

9. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of West Covina either currently or within the last two (2) years.

10. That no officer or principal of the undersigned firm nor any sub-contractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On November 19, 2025 at Sylmar California.

Firm FS Contractors, Inc.

Street 14838 Bledsoe St.

City Sylmar State CA Zip 91342

J. Angel Fierros
Signature

Jose Angel Fierros
Name

President
Title

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

CERTIFICATION OF PRINCIPAL

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

DATED: November 19, 2025

J. Angel Flores
Signature of Principal

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

AGREEMENT FOR INDEMNIFICATION
BY CONTRACTOR/VENDOR

The City of West Covina requires contractors and suppliers of service to the City to indemnify and hold the City of West Covina harmless for claims or losses arising from or in connection with the contracting party's work for the City of West Covina before a purchase order is issued. To eliminate misunderstandings between contracting parties and the City in case of a claim or lawsuit, the City of West Covina requires that contracting parties who perform services for the City sign this Agreement. This Agreement will act as and become a part of each contract/purchase order between the City of West Covina and the contracting parties signing the Agreement.

In consideration of the opportunity of doing work for the City of West Covina and benefits to be received thereby, the contracting party agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of West Covina awarding a contract, this Agreement is to be considered part of that contract.

2. Contractor agrees to indemnify the City of West Covina and any officer, employee or agent, and hold the City of West Covina and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.

3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides, "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will occur as to any contracts awarded by the City of West Covina to the contracting party to this Agreement while this Agreement is in force.

4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.

5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of West Covina. As a condition precedent to acceptance, and contracts from the City of West Covina and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to its writing before the work of the representative successor or assignees begin; such assignment shall be effective with the written consent of the City of West Covina.

6. To promptly notify the City of West Covina of any change in ownership of the contracting party while this Agreement is in force.

7. In the event that this Agreement, contract, or purchase order is entered into with the West Covina Community Development Commission, wherever the term "City of West Covina" is indicated, it shall also be applicable to the West Covina Community Development Commission.

This Agreement cannot be modified or changed without the express written consent of the City Attorney of the City of West Covina.

On behalf of FS Contractors, Inc.
(Name of Contractor/Vendor)

14838 Bledsoe St. Sylmar, CA 91342
(Address)

I agree to the terms of this Agreement.

Signature J. Angel Ficira

Title President

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

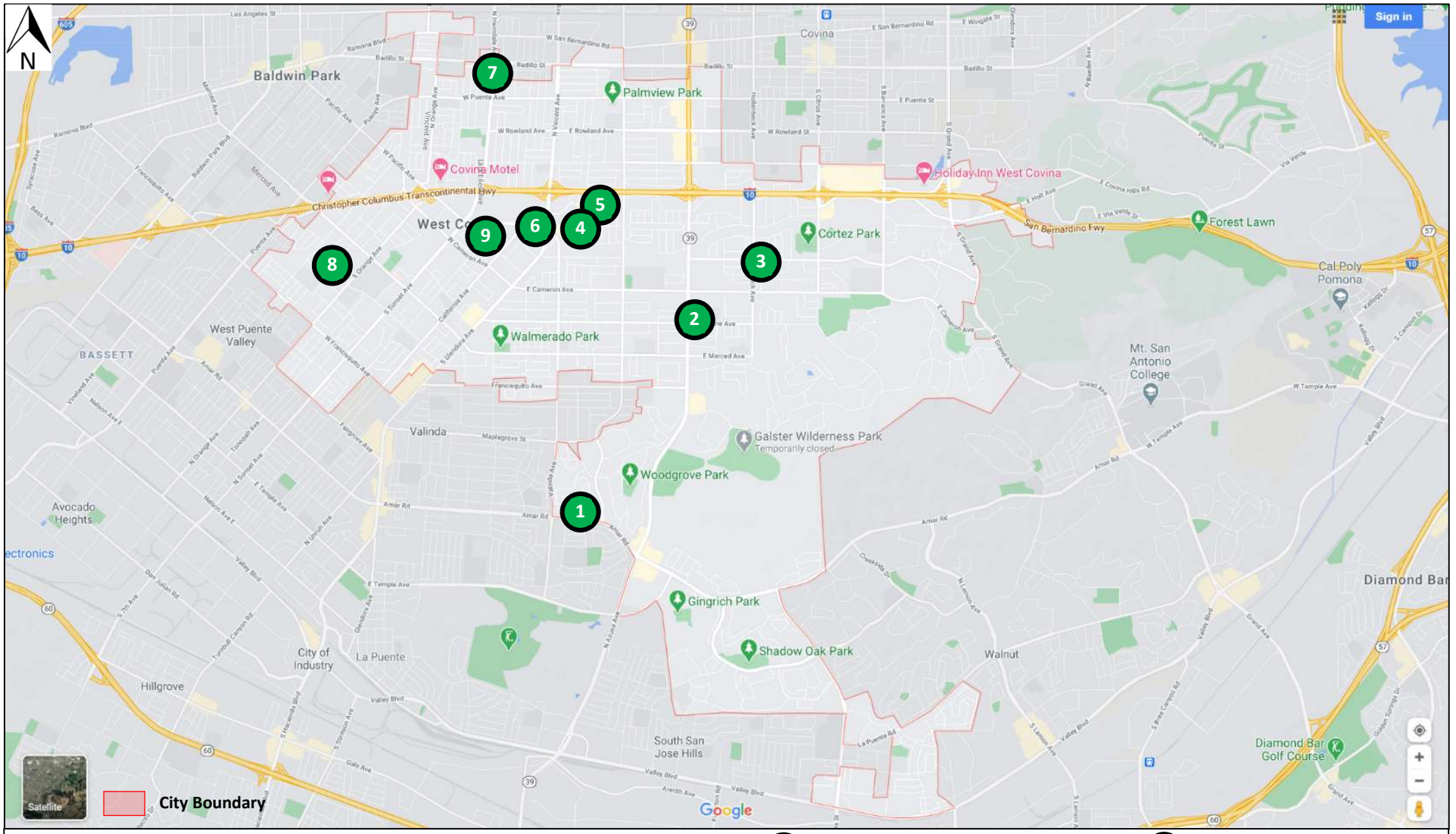
EXHIBIT B

CERTIFICATES OF INSURANCE

EXHIBIT C

BONDS

ATTACHMENT 2: PROJECT LOCATION MAP



PROJECT LOCATIONS

1. Amar from Grandview to Valinda (N side of Amar)
2. Azusa between Vine and Cameron
3. MT Sac (All 4 sides)
4. 419 S Pima Ave
5. Glendora between Garvey and West Covina Pkwy
6. West Covina pkwy between Vincent Ave and Sunset
7. 763 N Sunset Ave
8. 1616 S Willow Ave
9. 1209 W Margarita Ave

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 16, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF ADOPTING BUDGET AMENDMENT

RECOMMENDATION:

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2025-92 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (BA 2026-13)

BACKGROUND:

On June 17, 2025, the City Council adopted a budget for the Fiscal Year 2025-26. Amendments must periodically be made to the budget to conform to changed circumstances following the adopting of the budget. Several situations requiring additional appropriations are discussed in the following paragraphs.

DISCUSSION:

At the September 16, 2025 City Council meeting, Council approved Buchalter as special counsel for the City Council investigations. Other services necessary for the investigation includes personnel and forensic investigations. As with investigations, it is difficult to determine the cost for the services. Staff recommends an initial appropriation of $500,000 for investigation services. Funding for these services will be from General Fund reserves. If additional funding is necessary, Staff will bring forth an additional budget amendment for Council's approval.

The City contracts with Mark43 for a computer-aided dispatch and records management system. Staff thought the agreement with Mark43 was about to expire, but it is valid for two (2) more years. Further, the Police Department utilizes this system to provide computer services to other agencies for a nominal fee, which helps offset the system cost. Staff recommends an appropriation of $301,510 to continue with the computer-aided dispatch and records management system, which is to be funded by the West Covina Police Enterprise Fund reserves.

As of date, there have been several emergency repairs to the City's aging infrastructure. Due to the nature of the damage and safety concerns, the Acting City Manager authorized emergency repairs, which is permissible under the West Covina Municipal Code Section 20-357(b). Since July 2025, emergency repairs include water leakage at City Hall, sewer line collapsed underneath Fire Station 124 impacting

bathroom and shower facilities, unrepairable air conditioning unit in the Police dispatch section, repairs to the solar system at City Hall, Police Department, and Senior Center, and extensive plumbing services at Fire Station 4 due to a failing water heater at estimated costs of $370,000. Due to these repairs and future emergency repairs, Staff recommends additional appropriation of $500,000 which will be drawn from General Fund reserves.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation; or
2. Provide alternative direction.

Prepared by: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

---

Fiscal Impact

FISCAL IMPACT:

The proposed budget amendment will require the following funding:

Legal Services	110.501.11.04.00.00.61.61110.	$500,000	General Fund (110)
Purchases	375.502.31.39.00.00.85.85050.	$54,250	Police Enterprise (375)
Purchases	375.522.31.39.00.00.85.85080.	$247,260	Police Enterprise (375)
Buildings & Improvement M & R	110.503.61.52.00.00.63.63100. C26022	$500,000	General Fund (110)

Attachments

Attachment No. 1 - Resolution No. 2025-92

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

RESOLUTION NO. 2025-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (BA 2026-13)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on June 3, 2025, the Acting City Manager presented to the City Council a proposed budget for Fiscal Year 2025-26 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 17, 2025, the City Council adopted a budget for Fiscal Year 2025-26; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 2026-13, attached hereto as Exhibit A, for Fiscal Year 2025-26.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 16th day of December, 2025.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-92 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 16th day of December, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-13

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 110-General Fund			
Revenue	97,839,328		97,839,328
Expenditures	99,555,350	1,000,000	100,555,350
Net Change in Fund Balance	**(1,716,022)**	**1,000,000**	**(2,7160,022)**
Fund 375-Police Enterprise			
Revenue	302,100		302,100
Expenditures	416,635	301,510	718,145
Net Change in Fund Balance	**(114,535)**	**301,510**	**(416,045)**
EXPENDITURE TOTAL INCREASE		**1,301,510**	

AGENDA ITEM NO. 9

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 16, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: REVIEW OF THE REQUEST FOR PROPOSALS (RFP) FOR THE LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, ARTERIALS, RIGHT OF WAYS, COMMERCIAL ZONES, SIDEWALKS, TREE WELLS AND OTHER AREAS

RECOMMENDATION:

Staff recommends that the City Council authorize the Public Works Department to issue a formal Request for Proposals (RFP) for Medians Landscape Maintenance Services to obtain competitive proposals for landscape maintenance of citywide medians, arterials, rights-of-way, commercial zones, sidewalks, tree wells, and other areas to include routine maintenance, irrigation management, and beautification of medians throughout the City.

BACKGROUND:

The City of West Covina currently maintains landscaped medians across major corridors to ensure public safety, preserve aesthetic appeal, and support environmental sustainability. There is an existing landscape maintenance contract. The City is looking at all possible options for professional services to provide the best possible maintenance of the City's medians and surrounding areas.

DISCUSSION:

Issuing an RFP will allow the City to solicit competitive proposals from qualified contractors to provide comprehensive landscape maintenance services for City medians. The scope of services includes:

- Routine maintenance such as mowing, edging, and pruning
- Irrigation system inspection and repairs
- Weed and litter control
- Compliance with water conservation regulations

The RFP process ensures fairness, transparency, and adherence to the City’s procurement policies while providing an opportunity to assess contractor qualifications, pricing, and service approach.

Significant changes to the RFP include:

- Including all City Arterials (currently Main Arterials only)
- Including Freeway Offramps with service frequency of one (1) month.
- Including Westbound Azusa Freeway Offramp walkway and bus stop.
- Increasing requirement of trash removal on Glendora to include cleaning of trash cans.
- Changing Seasonal Weed Abatement Spraying to include additional spraying as needed.

- Re-Adding Nogales (currently not in contract)

If approved, the Request for Proposals will follow the schedule outlined below:

1. *RFP release: January 15, 2026*
2. *Mandatory on-site pre-proposal meeting at 10 AM: January 21, 2026 at the City Yard*
3. *Questions due: January 28, 2026 @ 3:00 p.m. (Questions must be posted on City's Planet Bids portal)*
4. *Responses to questions posted: February 2, 2026 (Responses will be posted on City's Planet Bids portal)*
5. *Proposals due: February 12, 2026 @ 2:00 p.m. – (Public Opening Link to be Provided)*
6. *Potential Interview: Week of March 3, 2026 (Will contact bidders with date and time.)*
7. *Selection of proposer (tentative date): April 21, 2026 City Council Meeting*

The Draft RFP specifies that proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including:

- Qualifications and experience as provided in a resume or statement of qualifications
- Ability to effectively communicate and conduct presentations
- Cost of services
- Reference checks

Additionally, all proposers will be asked to identify or affirm each of the following requirements:

- Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
- Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.
- Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	Maximum Points
Completeness of Proposal	25
Relevant Experience and Qualifications of Proposed Project Team	25
Capacity to Perform	30
Proposed Cost	20
Total	100

The RFP also provides that, at the City's discretion, in-person interviews may be conducted in accordance with Section 9, Oral Presentations, of the RFP with up to the three highest-scoring proposers based on the evaluation rubric. All interviewed proposers will be asked the same questions, with equal point values assigned to each question. If interviews are conducted, the contract award will be based on the highest combined interview score.

LEGAL REVIEW:

The City Attorney's Office did not review this report or the draft RFP.

OPTIONS:

The City Council has the following options:

1. Adopt staff's recommendation; or
2. Provide alternative direction.

Prepared by: Renee M. G. Chavez, Management Analyst I
Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

There is no direct fiscal impact associated with authorizing the issuance of the RFP. Contract award recommendations will be presented to the City Council at a later date following proposal evaluations and cost analysis.

Attachments

Attachment No. 1 - 2025 Medians RFP draft

Attachment No. 2 - West Covina Arterials List

Attachment No. 3 - Sample Map

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
Address Homeless Issues
A Well-Planned Community
Enhance City Image and Effectiveness

LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, CITY ARTERIALS, RIGHT OF WAYS, COMMERCIAL ZONES, SIDEWALKS, TREE WELLS AND OTHER AREAS	**Approved by:**	**RFP No.**
		Effective Date

1. GENERAL

The City of West Covina is seeking proposals from qualified companies to perform landscape maintenance of citywide medians, city arterials, rights-of-way, commercial zones, sidewalks, tree wells, and other areas noted within these specifications. For these services, the contractor shall possess a C-27 Contractor's license and meet requirements of California Labor Code Sections 1770-1784. For your convenience, the West Covina Public Services Department has provided the site maps as part of this RFP as a downloadable link titled "RFP - Site Maps" with the list of Arterials in the City as an aid in calculating the bids. The quantities given in the RFP are approximate only and are given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond to listed quantities. The City reserves the right to increase, decrease, or to entirely eliminate items or portions of items from work if found desirable or expedient. If an item is deleted, the compensation for that item will also be eliminated.

It shall be the contractor's responsibility to furnish at his/her/its expense all tools, equipment, fuel, labor, material, and services necessary for the satisfactory performance of the work set forth in these specifications. Proposals will be accepted only from parties that are free of all obligations and interests that might conflict with the best interests of the City and have the capacity to provide the services on a timely basis.

2. RFP SCHEDULE

- RFP release: January 15, 2026
- Mandatory on-site pre-proposal meeting at 10 AM: January 21, 2026 at the City Yard 825 South Sunset Ave., West Covina 91790. RSVP on Planet Bids by clicking on RSVP button under Bid information tab.
- Questions due: January 28, 2026 @ 3:00 p.m.
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: February 2, 2026
  (Responses will be posted on City's Planet Bids portal)

DRAFT

- Proposals due: February 12, 2026 @ 2:00 p.m. – Public Opening Link to be Provided
- Potential Interview: Week of March 3, 2026 (Will contact bidders with date and time.)
- Selection of proposer (tentative date): April 21, 2026
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at https://www.westcovina.org/departments/finance/finance/bids-rfps.

Proposals must be submitted with the following attachments:

Attachment A: Statement of Non-Collusion by Contractor
Attachment B: Subcontractor Campaign Contribution Acknowledgement Form
Attachment C: Sam.gov Verification – Debarment & Suspension Verification
Attachment D: Fee Schedule
Attachment F: Certificate of Insurance
Attachment G: W-9
Attachment H DIR Number Request and Certification Form
Attachment I Statement of Compliance

Proposals must be submitted no later than **2:00 pm** on **February 12, 2026.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFP is Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative

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other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

All questions regarding the specifications in this RFP are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

Services

The City offers 16 parks, four community centers, a Sports Complex, and a County-operated library. The City provides a full range of services to its citizens, including police, fire and emergency medical; construction and maintenance of streets, traffic signalization and other infrastructure; planning and building safety; and social, recreational and cultural activities and events. However, the City contracts out building and safety services, engineering, and business licensing. Additionally, water utilities and solid services are provided and billed externally.

The City is financially accountable for the Successor Agency to the former Redevelopment Agency of the City of West Covina, a financing authority, and a housing authority, which are combined within the City's financial statements.

6. SCOPE OF SERVICES

The scope of services to be provided is described in Attachment E of this RFP.

7. CONTRACT PERIOD

It is anticipated that the initial term of the agreement will be for a period of three (3) years, with the option to extend the term for up to two (2) additional years upon mutual written agreement of the City and the selected contractor, contingent upon satisfactory performance of the selected contractor.

8. PROPOSAL FORMAT

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The proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity of this RFP may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all proposals submitted.

8.1 COVER LETTER

Provide a letter of introduction, approximately one (1) page in length, including the name, address and telephone number of the person(s) to contact who will be authorized to represent the proposer. This letter shall be signed by an officer of the proposer authorized to bind the proposer to all commitments made in the proposal.

8.2 PROJECT SUMMARY SECTION

The Project Summary section should describe your understanding of the City, the work to be done, and the objective to be accomplished referring to specific sections of the scope of services.

8.3 METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used to accomplish the scope of services of this RFP to achieve City satisfaction, along with a proposed timeline to compete the project, if applicable.

8.4 FEE SCHEDULE

The fee schedule should include hourly rates, miscellaneous fees and other anticipated expenses, and total cost of the services.

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

Provide details of any necessary services relating to the proposal/service process which will not be included in your proposal, including those which the proposer expects to be performed by City staff and/or by other contractors or subcontractors. If you intend to subcontract any portion of the work, identify the subcontractor(s) and provide details regarding their qualifications.

8.6 LIST OF SIMILAR SERVICES COMPLETED

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Provide a complete listing of all similar services that have been provided within the past three (3) years. Include name of agency or company, project manager/contact, dates services were provided and summary of services provided.

8.7 REFERENCES

The proposer shall submit with his/her/its proposal a list of at least **three (3)** clients using the same or similar services being proposed, with names, addresses, email addresses and telephone numbers. A survey of references will be made to determine, among other things, the proposer's success in meeting the needs of the contracting agency in a timely manner.

8.8 FINANCIAL STATEMENTS

The proposer shall submit with his/her/its proposal financial documents for the most current year in which a tax return has been submitted with interim financial documents as of the last month end. The financial documents are to include Income Statement, Balance Sheet and Statement of Cash Flows.

9. ORAL PRESENTATIONS

An oral presentation by the proposers in final contention for award of an agreement for services may, in City's discretion, be required as a part of this RFP process. The purpose of the oral presentation would be twofold: first, to allow the proposer to demonstrate capabilities of the company and to clarify proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the proposer's expense.

10. TERMS AND CONDITIONS OF RFP

10.1 SIGNED SUBMISSION OF PROPOSALS

Each proposal must be signed in longhand by the person or persons legally authorized to bind the proposer to the proposal and contracts. The name and title of each person signing shall by typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF PROPOSALS

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Any submission of proposals received after the due date and time specified in this RFP will not be considered.

10.3 ACCURACY OF PROPOSALS; WITHDRAWAL OF PROPOSALS

Proposers shall take all responsibility for any errors or omissions in their proposals.

To withdraw a proposal, the proposer must submit a written request to the Purchasing Manager via email at jhernandez@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue South, Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

Withdrawals will not be permitted after the deadline for submitting proposals.

10.4 ADDENDUM TO THE RFP

Any modifications or changes to this RFP will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the RFP, deadlines, proposal opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFP does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all proposals, the right to cancel or postpone the RFP or project in whole or in part at any time, the right to negotiate

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with any qualified proposer and the right to decline to award the agreement to any of the proposers. The City reserves the right to waive any immaterial irregularities in a proposal or a submission of a proposal.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals submitted in response to this RFP shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the proposal which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as “Trade Secret”, “Confidential”, or “Proprietary”.

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all proposals submitted may be kept confidential until a contract is awarded.

10.8 PROPOSAL VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer’s response shall remain valid for 120 days from the date of submission of the proposal to the City.

10.9 PRESS RELEASES

The selected contractor shall not issue any news or press releases relating to an award of contract resulting from this RFP or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

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10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including: qualifications and experience as provided in a resume or statement of qualifications; ability to effectively communicate and conduct presentations; cost of services; reference checks. All proposers should identify or affirm each of the following requirements:

(a) Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(c) Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	**Maximum Points**
Completeness of Proposal	25
Relevant Experience and Qualifications of Proposed Project Team	25
Capacity to Perform	30
Proposed Cost	20
TOTAL	**100**

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

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No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the proposal, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with proposal.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFP. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFP.

10.13 PERMITS AND LICENSES

The contractor shall possess a C-27 Contractor's license and meet requirements of California Labor Code Sections 1770-1784. The selected contractor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

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10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential contractors relating to the preparation or submission of proposals. Pre-contractual expenses shall not be included in proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a proposal in response to this RFP;
- Submitting a proposal to the City;
- Oral presentations required by the City;
- Negotiating with the City in any manner related to the proposal submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

The selected proposer will be required to execute an agreement for services. A sample of the agreement is included as Attachment H to this RFP. The sample agreement may be modified by the City prior to award of a contract.

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the proposer includes with its proposal, in writing, any conditions or exceptions requested by the proposer to the sample agreement. The terms of the sample agreement, including insurance and indemnification requirements, are standard City requirements and will be modified only if extraordinary circumstances exist.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

Proposers are expected to carefully examine the locations of the proposed services and the specifications set forth in this RFP and all attachments hereto. By submitting a proposal, the proposer declares he/she/it has carefully reviewed the locations of the proposed services and all specifications and requirements set forth in this RFP, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFP.

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10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

11. INSURANCE

Insurance requirements are set forth in the sample agreement (Attachment J).

12. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:

Pursuant to California Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to California Labor Code section 1725.5.

13. PREVAILING WAGES

The services to be provided pursuant to this RFP are subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all workers employed to provide services pursuant to the agreement awarded following this RFP shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with the Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: http://www.dir.ca.gov; these rates are subject to predetermined increases.

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ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

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NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city, state].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

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ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

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SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of $15,000 or more in connection with any contract which may be awarded pursuant to this Request for Proposal if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of $30,000 or more**.**

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

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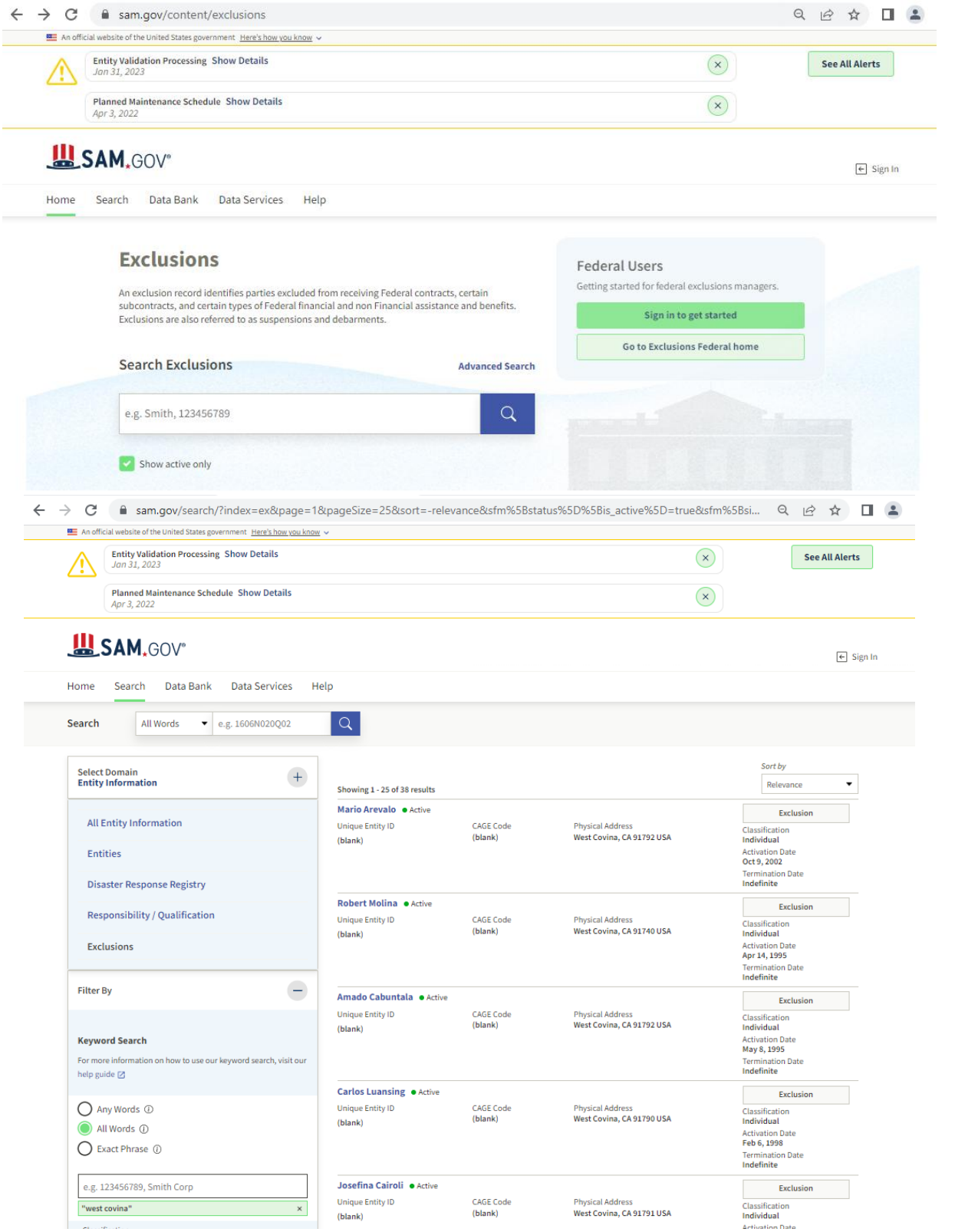
ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
- See sample on next page

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sam.gov/content/exclusions
An official website of the United States government Here's how you know
Entity Validation Processing Show Details
Jan 31, 2023
Planned Maintenance Schedule Show Details
Apr 3, 2022
See All Alerts
SAM.GOV
Sign In
Home
Search
Data Bank
Data Services
Help
Exclusions
An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non Financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.
Federal Users
Getting started for federal exclusions managers.
Sign in to get started
Go to Exclusions Federal home
Search Exclusions
Advanced Search
e.g. Smith, 123456789
Show active only
sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bsi...
Search
All Words
e.g. 1606N020Q02
Select Domain
Entity Information
All Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"west covina"
Showing 1 - 25 of 38 results
Sort by
Relevance
Mario Arevalo Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date Oct 9, 2002
Termination Date Indefinite
Robert Molina Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91740 USA
Exclusion
Classification Individual
Activation Date Apr 14, 1995
Termination Date Indefinite
Amado Cabuntala Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date May 8, 1995
Termination Date Indefinite
Carlos Luansing Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91790 USA
Exclusion
Classification Individual
Activation Date Feb 6, 1998
Termination Date Indefinite
Josefina Cairoli Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91791 USA
Exclusion
Classification Individual

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

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ATTACHMENT D

FEE SCHEDULE

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FEE SCHEDULE

SCHEDULE

MEDIANS / PARKWAY / TREE WELLS / SIDEWALKS / RIGHT OF WAYS / WALLS, FENCES / OTHER AREAS

ITEM NO..	LOCATION/DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	Amar Road – From Shadow Oak Drive west 800 linear ft. along block wall; sidewalk and 18 tree wells on south side. (0.2) (M-1)	$	$
2.	Amar Road – Right of ways, north side; from Lark Ellen west to Commercial area at Valinda Avenue; 1,300 linear ft. along block wall; sidewalk and tree wells. (0.4) Mile. (M-2)	$	$
3.	Amar Road – Right of ways, sidewalk approximately 15-ft. deep area 825 linear ft. along block wall at Rolling Wood Apartment Complex. (M-3)	$	$
4.	Amar Road Median – From Azusa Avenue West to Brentwood Dr. Landscape, hardscape. Weeds, trash, debris. (0.22) Mile in length. (M-4)	$	$
5.	Amar Road Median – From Azusa east to Westport. Landscape, hardscape. - (0.9) miles. (M-5), 71,280 Sq. Ft.	$	$
6.	Amar Road Median – From Westport east to City Limits @ Magdalena Drive. (1)-mile planted and non-planted. (M-6), 79,280 Sq. Ft.	$	$
7.	Audrey Lane Mini Median – At Adrienne Drive. Irrigated, planted and hardscape areas. 1,000 sq. ft. (M-7)	$	$
8.	Azusa Avenue – Right of ways, from north of Fleetwell Avenue south 1,690 linear ft. to Michelle Street - sidewalk along block walls. Mile (0.6) (M-8)	$	$
9.	Azusa Avenue – Right of ways, from Mobeck Street south 600 linear feet to Cameron Avenue on the West Side of street. Sidewalk along block wall. Mile (0.2) (M-9)	$	$
10.	Azusa Avenue – Right of ways, on the east side north of Merced 144 linear ft. and south of Merced Avenue 1,150 linear ft. to just past Rio De Oro Drive cul-de-sac - Sidewalk along block wall. Mile (0.4) (M-10)	$	$

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11.	Azusa Avenue – Right of ways, on the east side south of Linda Vista Street 300 linear ft. to Greenville Drive - sidewalk along block wall. Mile (0.2) (M-11)	$	$
12.	Azusa Avenue – Right of ways, on the eastside north of Alaska Street 110 linear ft. and south 470 linear ft. to Vine Avenue - sidewalk along block wall. Mile (0.4) (M-12)	$	$
13.	Azusa Avenue – Small turf area on Azusa Avenue just south of the end of Rio De Oro Drive cul-de-sac. 5,397square ft. turf (M-13)	$	$
14.	Azusa Avenue Median – Freeway, south to Fairgrove Avenue – (1.7) miles, approximately 134640 square t of turf. (M-14)	$	$
15.	Azusa Avenue Median – From Fairgrove Avenue south to Amar Rd. Landscaping, hardscape, irrigation, tree wells, sidewalks. (0.81) Mile in length. (M-15)	$	$
16.	Azusa Avenue Median – From Amar Rd. South to Temple Avenue. Landscape, hardscape, weeds trash, debris. (0.47) Mile in length. (M-16)	$	$
17.	Azusa Avenue Median – South Garvey north to City Limits. Planted, hardscape, irrigated. Mile (1.0), 23,760 Square ft. (M-17)	$	$
18.	Azusa Avenue south – Right of ways, sidewalk on West Side. From Stratford south to Fairgrove Avenue. (0.8) Mile. (M-18)	$	$
19.	Azusa Avenue south – Right of ways, sidewalk, tree wells, from Aroma Drive down to the Shopping Center on Amar Road; Eastside, Includes chain link fence along the Calif. Coastal Shrub habitat area. (1.5) Miles. (M-19)	$	$
20.	Badillo Street – Right of ways and other area on South side, between Vincent Avenue and School site. .6 mile in length depth varies from 10 feet to 55 feet. No sidewalk. (0.6) Mile (M-20)	$	$
21.	Badillo Street Median - City limits on the west, east to Lark Ellen – (1.8) miles, approximately 142,560 square feet of turf (M-21)	$	$
22.	Barranca St., North of freeway, west sidewalk, wall, tree wells. (0.1) Mile (M- 22)	$	$
23.	Broadmoor Avenue – Cul-de-sac area drainage channel running west along wall past Shadydale Avenue approximately 430 total ft. (0.2) Mile. (M-23)	$	$

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24.	Cameron Ave Slope Easement – South side of Cameron Ave. just east of Heritage Park. Weed abate, drain cleaning, sidewalk clearance trimming. (0.25) Acres. 280 feet long. (M-24)	$	$
25.	Cameron Avenue – Right of ways, sidewalk, and open areas along block wall on the south side of Cameron Avenue; 25 ft. deep narrowing to 8 ft. deep, east of La Serena Drive for 325 linear ft. 25-ft. deep, west of La Serena Drive for 450 ft along wall. Include entrance to La Serena Drive; clean, weed abate. (0.4) Mile. (M-25)	$	$
26.	Cameron Avenue – Right of ways, sidewalk on north side between Barranca Avenue and Prospero Drive; including mini median on Prospero Drive. Slope area 325 linear ft. in length and 50 ft. deep at the rear of two properties on La Serena Drive. (0.7) Mile. (M-26)	$	$
27.	Cameron Avenue – Right of ways, sidewalk on the north side between Sunset Avenue and Evanwood Avenue. (0.3) Mile. (M-27)	$	$
28.	Cameron Avenue / Eddies Drainage Ditch - Clear ditch itself 5 feet back on each side from where it leaves block wall to point that it enters Golf Course. Areas behind private property and block wall clean to wall and private property fence. The ditch runs behind the block wall from flood basin to Golf Course 1,075 linear ft. Clean, weed abate, clear and trim back all overhanging landscaping. (M-28)	$	$
29.	Cameron Avenue west – Right of ways, sidewalk along south side between California Avenue and Glendora Avenue. (0.3) Mile. (M-29)	$	$
30.	Citrus Avenue Median - From Workman Avenue south to Norma Avenue, (0.6) miles planted and non-planted manual irrigation. (M-30) 47,520	$	$
31.	Citrus Avenue Slope – North of Vanderhoof Drive, East Side of Citrus Avenue. 230 linear feet x 30 feet of planted irrigated slope area. (M-31)	$	$
32.	Doublegrove Street – North of Cambridge Court approximately 325 linear feet; Right of ways and sidewalk on the northeast side. (0.2) mile. (M-32)	$	$
33.	Eckerman / Carlton Avenue - Cul-de-sac's and connector to Palm View Park. (M-33)	$	$
34.	Fairway Lane – Right of ways, sidewalk from North Garvey Avenue to Commercial Area; Southeast side (0.2)-Mile (M-34)	$	$

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35.	Faye Lane Mini Median – At Francesca Drive. Irrigated, planted and hardscape areas. (M-35)	$	$
36.	Fleetwell Avenue – From Workman Avenue south to Mardina Street; East side Right of ways; 920 linear feet, 18 tree wells. Trash pickup, sidewalk cleaning, tree wells. (0.6) Mile (M-36)	$	$
37.	Francesca Drive – Right of ways, south side between Woodgate Drive and Nogales Street. 700 linear feet.(M-37)	$	$
38.	Francisquito Avenue – Right of ways, south side between Mayland Avenue and Orange Avenue. (0.7) Mile. (M-38)	$	$
39.	Francisquito Avenue – South sidewalk walls/fences keep plant material clear for pedestrian traffic, weeds, trash. Between Sunset Avenue west to Orange Avenue. (0.3) Mile. (M-39)	$	$
40.	Giano Avenue – Right of ways, West Side of street. From Gemini Street 950 linear feet south to Wednesday Drive. (0.2) Mile. (M-40)	$	$
41.	Gina Lane Mini Median – At Nogales Street; irrigated, planted and hardscape areas. (M-41)	$	$
42.	Glendora Avenue Median - From and including triangle at Glendora and Vincent South to City Limits. Turf, Landscape and hardscape. (1.31) Miles approximately 102,960 sq. ft. of turf. (M-42)	$	$
43.	Grand Avenue - West Side Right of ways, from the San Bernardino Freeway off ramp to Holt Avenue (0.2) Mile.(M-43)	$	$
44.	Grand Avenue Median – Hardscape median at freeway, weeds, trash, debris. Both north and south of freeway. (0.3) mile. (M-44)	$	$
45.	Grenoble Avenue – West from Azusa Avenue north side of Grenoble Avenue along Right of ways, sidewalk; 10-foot back for 500 linear feet. South side 175 linear feet 10-foot back. (0.3) Mile. (M-45)	$	$
46. 3	Hollencrest Circle – At end of cul-de-sac and south side of Hollencrest Cir. Sidewalk Clearance and weed abate. (65)-feet behind sidewalk at cul-de-sac and (20) feet behind sidewalk on south side of the street. (M-46)	$	$
47.	Holt Avenue - At Oak Knoll Drive, south side areas to the east and west side of intersection. Weed abatement, trash pickup; approximately 2,300 Sq. Ft. (M-47)	$	$

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48.	Holt Avenue – Right of ways north and south from Walnut Creek overpass east to Grand Avenue Right of ways in undeveloped areas. Clearance trimming roadway, weed abate and trash pickup area. (0.4) Mile. (M-48)	$	$
49.	Lark Ellen Avenue – Right of ways, sidewalks on East Side between Badillo Street and Louisa Avenue (0.3) Mile. (M-49)	$	$
50.	Lark Ellen Avenue – Right of ways, west side. From Amar Road north 1,400 linear ft. up to Condo's on Pass & Covina Road. (0.4) Mile. (M-50)	$	$
51.	Maplegrove Street – Right of ways between Valinda Street east to Pass & Covina Road. 800 linear ft. on the southside; 8 tree wells. (0.4) Mile. (M-51)	$	$
52.	Mobeck Street – Right of ways and other area between Holly Place and Valinda Avenue on the south side. Areas total 780 feet in length and 20 feet deep, 15,600 Sq. Ft. total. (0.4) Mile. (M-52)	$	$
53.	Nelson Street Mini Median – At Azusa Ave. Planted and hardscape areas. Manual irrigation. (M-53), 300 Sq. Ft.	$	$
54.	Nogales / Valley Connector areas – Landscaping, sidewalks, irrigation, tree wells on connector road, sidewalk planters, slope area, stairs, walls. (M-54)	$	$
55.	Nogales Street – Right of ways, sidewalk 1,000 ft. north of Amanda Street and south to school site; including entrance to Amanda on West Side of street. (0.3) Mile. (M-55)	$	$
56.	Nogales Street – Right of ways, sidewalks along wall, 750 feet north of Gina Lane & 850 feet south West Side (0.4) Mile. (M-56)	$	$
57.	Nogales Street – Right of ways, walls/fences, sidewalks between Hollingworth Street to City Limits. (0.31) Mile. (M-57)	$	$
58.	Nogales Street Median – From Amar Road south to La Puente Road. (1.4) Miles, Landscape, hardscape, west sidewalls, irrigation, (M-58), 110,880 Sq. Ft..	$	$
59.	Nogales Street Median – South of Northam St. to City Limits. Landscape, hardscape, irrigation, trash debris. (900) Feet in length. (M-59)	$	$
60.	North Garvey Avenue east - from Fairway Lane to City Limits. North side slope area Right of ways and sidewalk. Some areas irrigated. (1.1) Mile. (M-60)	$	$

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61.	North Garvey Avenue east - North side of street, Right of ways from Maplewood Avenue to Toland Avenue. Including sidewalk passageway from Maplewood Avenue to Vincent Avenue along freeway fencing. (0.4) Mile. (M-61)	$	$
62.	North Garvey Avenue west – Right of ways along walls; north side of Garvey Avenue between Willow Avenue west to the Radisson Hotel. (0.6) Mile (M-62)	$	$
63.	Oak Knoll Drive - North side Right of ways from Holt to street blockade rights-of- way. Weed abate, clearance trimming, trash pickup area. (0.2) Mile. (M-63)	$	$
64.	Opal Lane Mini Median – At Shakespeare Drive. Irrigated turf 800 sq. ft.. (M-64)	$	$
65.	Pass & Covina Road – Right of ways 625 linear ft. north of Jennifer Place and 300 linear ft. south; West Side along block wall area. 16 tree wells. (0.4) Mile. (M-65)	$	$
66.	Priscilla Drive Mini Median – At Shakespeare Drive; Irrigated, and planted. (M-66), 200 Sq. Ft.	$	$
67.	Rowland Avenue Median - Lark Ellen Avenue to Armel Drive @ City Limits – (0.7) mile. Irrigated / ground cover / turf / plants / concrete. (M-67), 79,200 Sq. Ft.	$	$
68.	San Bernardino Road – Right of ways, south side, between Orange Avenue west to City Limits. (0.4) Mile. (M-68)	$	$
69.	Shadow Oak Drive – Right of ways from Amar Road south to Woodgate Drive; West side only. (0.5) Mile (M-69)	$	$
70.	Shadow Oak Drive – Right of ways, 700 feet west of Gemini Street and 230 feet east. (0.5) Mile. (M-70)	$	$
71.	Shakespeare Drive – On the East Side north of Opal Lane 600 linear ft., sidewalk along wall area. (0.2 Mile) (M-71)	$	$
72.	Shakespeare Drive Median – Between Shadow Oak Drive and Nogales Street. Length 63,360 linear ft. Landscape and hardscape. (0.8) Mile. (M-72)	$	$
73.	South Garvey Avenue east – From Fircroft Street 140 feet east and west. South side Right of ways along block wall. (0.2) Mile. (M-73)	$	$
74.	South Garvey Avenue east – From Mockingbird Lane 200 feet east. South side Right of ways along block wall. (0.2) Mile. (M-74)	$	$

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75.	South Garvey Avenue east - From Monte Verde Drive to City Limits. North side freeway Right of ways. South side Right of ways and Horse Trail area; Area is (0.5) mile long.(M-75)	$	$
76.	South Garvey Avenue east – Right of ways and other area, from Lark Ellen Avenue east 1,390 linear feet. South side of street; all area along and back 25 feet to block wall. (0.4) Mile. (M-76)	$	$
77.	South Garvey Avenue east – Right of ways and other area, south side from Garden Glen east 230 linear feet; back 25 feet to block wall. (0.1) Mile. (M-77)	$	$
78.	South Garvey Avenue east – Right of ways and other area, south side from Astell Avenue east 180 linear ft. back 25 ft. to block wall. (0.2) Mile. (M-78)	$	$
79.	South Garvey Avenue west – Right of ways along the south side of Garvey Avenue from Sunkist Avenue west to Mossberg Avenue. (0.5) Mile (M-79)	$	$
80.	Sunset Avenue - Between Vine Avenue, South to City Limits, on the East/West sidewalks, Right of ways. (1.35) Miles (M-80)	$	$
81.	Sunset Avenue – Right of ways, sidewalk, 550 linear feet north of Roseway Avenue and 500 linear feet south to Vine Avenue. Mile (0.2) (M-81)	$	$
82.	Sunset Avenue – Right of ways, sidewalk, 950 linear feet South of Vine Avenue to end of wall before Merced Avenue. (M-82)	$	$
83.	Sunset Avenue Median - North of freeway, to Puente Street – (0.5) miles (M-83)	$	$
84.	Sunset Avenue Median - South of freeway, (1.6) miles, to Fairgrove Avenue. Approximately 126,720 square ft. of turf (M-84)	$	$
85.	Sunset Avenue Parkways - Oleanders pruned four (4) times yearly. No ground cover areas. a. Francisquito Avenue to DelVale Street – (0.2) miles - (M-85) b. Puente street to just past Louisa Avenue – (.1) mile – (M-86), 7,920 Sq. Ft.	 $ $	 $ $
86.	Sunset Avenue West Side, Right of ways, sidewalk, wall from just north of Farlington St. down to Francisquito Ave. (0.25) Mile. (M-87)	$	$

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87.	Tuesday Drive – Right of ways, sidewalk east of Shakespeare Drive .2 mile west along block wall on south side. (0.3) Mile. (M-88)	$	$
88.	Valinda Avenue – Right of ways from City Limit south of Dore Street north to Maplegrove Street. East Side along block wall, sidewalk and 17 tree wells 2,600 linear ft. (0.8) Mile. (M-89)	$	$
89.	Valley Blvd. Median - At Nogales St. Overpass Bridge. Landscape, hardscape irrigation, tree wells in sidewalk. (0.16) Miles in length. (M-90)	$	$
90.	Vanderhoof Drive – Cul-de-sac at end of street and 150 feet East Side Right of ways along wall. (M-91)	$	$
91.	Vincent Avenue – Right of ways, sidewalks on both east and West Side between City Limits and Puente Street. (0.4) Mile. (M-92)	$	$
92.	Vincent Avenue Median - West Covina Parkway, north to Badillo - (1.5) miles planted. (M-93) 118,800 sq. ft.	$	$
93.	Walnut Creek Equestrian Trail - Located between Barranca Street and Holt Avenue. Horse trail on the south side of Walnut Creek Wash; Length is 1,450 linear ft.; Overhead clearance to be maintained to 14 ft. Depth of area varies from 20 ft. to 50 ft. (0.5) Mile. (M-94)	$	$
94.	Walnut Creek Equestrian Trail – Located between the rear of Ridge Riders Park and Barranca Street. Horse trail on the south side of Walnut Creek Wash, overhead clearance to be maintained to 14 ft., side clearance to fences. Length (0.3) mile. (M-95)	$	$
95.	Walnut Creek Parkway – Southeast side of street from Sherway Street; 1,410 linear ft. down past Leewood Street. East side Right of ways along Walnut Creek. Depth of area varies from 17 feet to 30 feet. (0.4) Mile. (M-96)	$	$
96.	West Covina Parkway Median - Between Vincent Avenue and Sunset Avenue approximately (.9) miles planted and non-planted areas. (M-97), 71,280 Sq. Ft.	$	$
97.	West Covina Parkway Median – Located south of South Garvey west-northwest 1,000 linear ft. to Pacific Avenue. Planted and hardscape non-planted areas. (0.3) Mile. (M-98), 23,760 Sq. Ft.	$	$
98.	Wimbledon Court – At Grenoble Avenue west side only 5-ft. back for 345 linear ft. north along sidewalk. (0.1) Mile. (M-99)	$	$

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99.	Woodgate Drive – Right of ways, from Delia Place west 125 linear feet, east 115 linear feet along north side block wall. (M-100)	$	$
100.	Woodgate Drive – Right of ways, sidewalk from Christie Lane west 700 linear feet, east 150 linear feet along block wall on the south side. (0.4) Mile.(M-101)	$	$
101.	Woodgate Drive – Right of ways, sidewalk from Thomas Place south 525 linear feet west side along block wall. (0.3) Mile. (M-102)	$	$
102.	Woodgate Drive – Right of ways, sidewalk on east corner of Art Place. 5 0 0 Sq. Ft. (M-103)	$	$
103.	Woodgate Drive – Right of ways, sidewalk, from Dee Lane West Side 875 linear feet, along north side block wall. (0.2) Mile. (M-104)	$	$
104.	Workman Avenue – Right of ways east of Chevron Station on south side; East 290 linear ft. along block wall. Trash pickup, sidewalk cleaning (0.1) Mile. (M-105)	$	$
	MEDIANS / PARKWAY / TREE WELLS / SIDEWALKS / RIGHT OF WAYS / WALLS, FENCES / OTHER AREAS TOTALS	**$**	**$**

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TREE WELLS ONLY

ITEM NO..	LOCATION/DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	Amar Avenue - Between Westport and Magdalena both north and south sides of the street. (.9) Mile. (M-106)	$	$
2.	Amar Avenue / Azusa Avenue – All commercial corridor areas at this intersection. Both sides of the street north, south, east, west. (M-107)	$	$
3.	Azusa Avenue - Between Fairgrove Avenue and Commercial Area on Amar Road east and west sides. (.7) Mile. (M-108)	$	$
4.	Azusa Avenue - Between Mobeck Street, south to Merced Avenue on both east and west sides. (.8) Mile. (M-109)	$	$
5.	Cameron Avenue – North side tree wells, between Sunset Avenue and Toluca Avenue. 13 tree wells. (.4) Mile. (M-110)	$	$
6.	Citrus Avenue - between Workman Avenue and North Garvey Avenue east, both east and west sides. (.7) Mile. (M-111)	$	$
7.	Glendora Avenue - Between Walnut Creek Parkway north to South Garvey east, along West Side of the street. 24 tree wells. (.4) Mile. (M-112)	$	$
8.	Lakes Drive - Between Glendora Avenue and Garvey Avenue; on both the north and south side of street 14 tree wells. (.2) Mile. (M-113)	$	$
9.	Nogales Street - Between La Puente Road and City Limits, east side and west side. 13 tree wells. (.8) Mile. (M-114)	$	$
10.	Shadow Oak Drive - Between Amar Road and Nogales Street both sides of the road. (2.8) Miles. (M-115)	$	$
11.	Stephanie Drive - Between Shadow Oak Drive and Shirlee Street, on both east and west sides of the street. Approx. (17) Tree wells (.5) Mile. (M-116)	$	$
12.	Sunset Avenue - West Side tree wells, between Walnut Creek Overpass and Cameron Avenue. 5 tree wells. (.3) Mile. (M-117)	$	$
13.	The Plaza Mall – Palm tree wells on the north and south side of Plaza Drive, at Mall entrance on Vincent Avenue. (.1) Mile. (M-118)	$	$

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14.	The Plaza Mall - Palm tree wells on the north side of West Covina Parkway. (.3) Mile. (M-119)	$	$
15.	The Plaza Mall – Palm tree wells on the West Side of Vincent from West Covina Parkway north to Freeway. (.5) Mile. (M-120)	$	$
16.	Toluca Avenue – Between Cameron Avenue and West Covina Parkway. East Side tree wells. 16 tree wells. (.2) Mile. (M-121)	$	$
17.	Valley Boulevard – Between Nogales Street and Sentous Ave. along the north side of the street. 21 tree wells. (.7) Mile. (M-122)	$	$
18.	West Covina Parkway - North side tree wells, along Sunset Parkway Mall. 18 tree wells. (.4) Mile. (M-123)	$	$
19.	Woodgate Drive - Between Amar Road and Shadow Oak Drive both sides of the road. (1.4) Mile. (M-124)	$	$
20.	Workman Avenue - between Calvados east to Citrus Avenue, south side; 11 tree wells. (.2) Mile. (M-125)	$	$
21.	Workman Avenue - From Citrus Avenue east to Barranca Avenue on the south side. 42 tree wells. (.7) Mile. (M-126)	$	$
	TREE WELLS ONLY TOTALS	**$**	**$**

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COMMERCIAL ZONES

ITEM NO..	LOCATION/DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	Auto Dealer & Apartments / Freeway – North Garvey East, freeway Right of ways. East of Azusa to Baymar Ave. Auto Dealer keep vines off of fence, weeds. Trash clean two (2) times each month. (.25) Mile in length. (M-127)	$	$
2.	Auto Dealer and Freeway – South Garvey East, freeway Right of ways, east of Citrus Ave. Keep vines off of freeway fence, weeds. Trash clean two (2) times each month. (600) ft. length. (M-128)	$	$
3.	Auto Dealers & Apartments / Freeway – North Garvey East, freeway Right of ways. East of Hollenbeck Ave. to Citrus Ave. Auto Dealer keep vines off of fence, weeds. Trash clean two (2) times each month. (.41) Mile in length. (M- 129)	$	$
4.	Auto Dealers and Freeway – South Garvey East, freeway Right of ways, sidewalk tree wells, between Azusa Avenue and Baymar Street. Keep vines off of freeway fence, weeds. (.6) Mile in length, approximately six (6) feet wide. Clean two (2) times each month. (M-130)	$	$
5.	Auto Dealers and Freeway – E. Norma Avenue S. Winston Avenue ending at end of dealership building not to include 1949 Eat Norma Avenue North Side of the Street only, behind auto dealership buildings. Clean two (2) times each month. (M-130)		
6.	City Hall, West Garvey South – W. Pacific Avenue to Sunset Avenue overpass wall along freeway Right of ways, keep vines cut back tight on side and top, no vines on light poles. Keep signs cleared, as needed. Trash picked up along street both sides. Twice monthly. (0.35) Mile in length. (M-131)	$	$
7.	City Maintenance Yard Facility, Chamber of Commerce and Fire Station #1 - located at 825 South Sunset Avenue. Complex on the corner of Sunset Avenue and Cameron Avenue. Clean weekly. (M-132)	$	$
8.	Fire Station #3 and Fire Administration Office - located at 1435 West Puente Avenue. Corner of Puente Avenue and Yaleton Avenue. Turf area 2,975 sq. ft. Weekly service. (M-133)	$	$

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9.	Fire Station #4 - Located at 1815 South Azusa Avenue. Corner of Fairgrove Avenue and Azusa Avenue. Boundaries extend three (3) feet past all flat surfaces within the compound, curbs, pavement, walks and walls. Does not include rear slope areas, which is MD#4. Turf area 2,975 sq. ft. Weekly service. (M-134)	$	$
10.	Fire Station #5 - Located at 2650 East Shadow Oak Drive; corner of Nogales Street at Shadow Oak Drive. Does not include rear slope area, which is MD#4. Area total is approximately 35,098 Sq. Ft. including building. Boundaries extend three (3) feet past all flat surfaces within the compound, curbs, pavement, walks, walls and drainage swell; all landscaping with no turf areas. Weekly service. (M-135)	$	$
11.	Glendora Center Strip Mall – 100, 200 and 300 blocks of Glendora Avenue Commercial area on the East Side. Also includes small area located on the West Side of Glendora Avenue. Clean three (3) times per week or as needed. Rear alley, clean debris, weed abate (4) four times yearly. (M-136)	$	$
12.	Restaurant Row - North Garvey east, freeway Right of ways, and tree wells between Barranca Avenue and Grand Avenue; length of area is (.6) miles. Weeds. Trash cleaned twice monthly. (.34) Mile in length. (M-137)	$	$
13.	Sunset Parkway Mall - Located at 630-650 Sunset Avenue. Parkway strip and sidewalk along east side of Sunset Avenue. Work area is 1,540 Sq. Ft. Clean weekly. (M-138)	$	$
14.	West Covina Parkway and Parkette – Between Sunset Avenue and Glendora Avenue, along south side. All landscaped areas excluding private sections (i.e., Ruiz Tailor and Triple Check Income Tax) back to Walnut Creek fence. Turf area is approximately 6,525 Sq. Ft. total for the entire area. Work areas combined are .4 mile in linear length. Clean (3) Three times weekly. (M-139)	$	$
	COMMERCIAL ZONES TOTALS	**$**	**$**

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FREEWAY RIGHT OF WAYS, OVERPASS AND UNDERPASS AREAS

ITEM NO.	LOCATION/DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	Freeway Offramps are serviced once every month for trimming, weeds, and trash. Sunset Avenue Vincent Avenue /Glendora Avenue SR-39 / Azusa Avenue - Includes Cleaning of Bus Shelter (Westbound side) Citrus Street Barranca Street Grand Avenue Holt Avenue	$	$
2.	Freeway Right of ways North – North Garvey West between City Limits on the West and Vincent Avenue approximately 2 miles along the south side of Garvey Avenue. (M-140)	$	$
3.	Freeway Right of ways North – North Garvey East between Vincent Avenue and City Limits, approximately 6 miles along the south side of Garvey Avenue, Maplewood Avenue and Fairway Lane. (Excluding the Eastland Shopping Center area.). (M-141)	$	$
4.	Freeway Right of ways South – South Garvey West between City Limits on West and Vincent Avenue, approximately 2 miles along the north side of Garvey Avenue. (Excluding the West Covina Plaza Mall area.) (M-142)	$	$
5.	Freeway Right of ways South – South Garvey East between Vincent Avenue, and City limits on the east. Approximately 4.1 miles on the north side of Garvey Avenue, Holt Avenue, and Temple Way. (M-143)	$	$
6.	Freeway Underpass Areas @ Cameron Avenue: (M-144) a. North west – Slope landscaping, weeds, trash. b. North east – Slope landscaping, weeds, trash c. South east – Sidewalk weeds, trash d. South west - Slope landscaping, weeds, trash	$	$
7.	Freeway Underpass Areas @ West Covina Parkway: (M-145) a. North west – Sidewalk weeds, trash b. North east – Slope landscaping, irrigation, weeds, trash c. South east – Slope landscaping, irrigation, weeds, trash d. South west – Sidewalk weeds, trash	$	$

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ITEM NO.	LOCATION/DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
8.	Freeway Underpass Areas @ Sunset Avenue: (M-146) a. North west – Landscaping, weeds, trash b. North east – Sidewalk only weeds, trash c. South east – Sidewalk only weeds, trash d. South west – Sidewalk only weeds, trash	$	$
9.	Freeway Underpass Areas @ Vincent Avenue: (M-147) a. North west – Sidewalk only weeds, trash b. North east – Sidewalk only weeds, trash c. South east – Sidewalk only weeds, trash d. South west – Sidewalk only weeds, trash		
10.	Freeway Underpass Areas @ Lark Ellen Avenue: (M-148) a. North west – Landscaping, irrigation, weeds, trash b. North east – Landscaping, irrigation, weeds, trash c. South east – Landscaping, irrigation, weeds, trash d. South west – Landscaping, irrigation, weeds, trash	$	$
11.	Freeway Underpass Areas @ Azusa Avenue: (M-149) a. North west – Sidewalk only weeds, trash b. North east – Sidewalk only weeds, trash c. South east – Sidewalk only weeds, trash d. South west – Sidewalk only weeds, trash	$	$
12.	Freeway Underpass Areas @ Hollenbeck Avenue:(M-150) a. North west – Sidewalk only weeds, trash b. North east – Landscaping, irrigation, weeds, trash c. South east – Landscaping, irrigation, weeds, trash d. South west – Sidewalk only weeds, trash	$	$
13.	Freeway Underpass Areas @ Citrus Avenue: (M-151) a. North west – Sidewalk only weeds, trash b. North east – Sidewalk only weeds, trash c. South east – Sidewalk only weeds, trash d. South west – Sidewalk only weeds, trash	$	$
14.	Freeway Overpass Areas @ Barranca Avenue: (M-152) a. North west – Sidewalk only weeds, trash b. North east – Sidewalk only weeds, trash c. South east – Sidewalk only weeds, trash d. South west - Sidewalk only weeds, trash	$	$

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ITEM NO.	LOCATION/DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
15.	Freeway Underpass Areas @ Grand Avenue: (M-153) a. North west – Sidewalk, Rights-of Way, weeds, trash b. North east – Rights-of way, Sidewalk weeds, trash c. South east – Right of ways only weeds, trash d. South west – Sidewalk, Right of ways, weeds, trash		
16.	Freeway Underpass Areas @ Holt Avenue: (M-154) a. North west – Right of ways only weeds, trash b. North east – Right of ways only weeds, trash c. South east – Right of ways only weeds, trash d. South west – Right of ways only weeds, trash	$	$
	FREEWAY RIGHT OF WAYS, OVERPASS AND UNDERPASS AREAS TOTALS	**$**	**$**

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CITY PROPERTY AT WASH AREAS

ITEM NO..	LOCATION/DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	City property near the wash between Lark Ellen & Azusa Ave (M-155) – Weeds and trash	$	$
2.	City property near the wash between S Barranca St until E Holt Ave (M-156) Landscaping -Weeds and trash	$	$
	CITY PROPERTY AT WASH AREAS TOTALS	**$**	**$**

	SUMMARY	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	MEDIANS / PARKWAY / TREE WELLS / SIDEWALKS / RIGHT OF WAYS / WALLS, FENCES / OTHER AREAS	$	$
2.	TREE WELLS ONLY		
3.	COMMERCIAL ZONES		
4.	FREEWAY OFFRAMPS, RIGHT OF WAYS, OVERPASS AND UNDERPASS AREAS		
5.	CITY PROPERTY AT WASH AREAS	$	$
	TOTALS	**$**	**$**

A separate schedule of detailed hourly personnel and equipment rate sheet and costs for other services offered must be included with the proposal.

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ATTACHMENT E

SCOPE OF SERVICES

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SCOPE OF SERVICES

Before award of the contract can be approved, the City shall be satisfied that the contractor involved meets the following requirements:

A. Contractor has completed one or more accounts of the same size, scope, or value of the type of work specified in this contract. In these accounts, the contractor must have provided full service janitorial service of the type of work specified in this contract. References shall be provided to the City.

B. Contractor has organizational capacity, technical competence, and equipment necessary to satisfactorily provide services required in this contract. Contractor maintains an office within a 50-mile radius of job site and to provide the office with phone service during normal working hours. If a telephone answering service is utilized, the answering service shall be capable of contacting the Contractor by cellular phone, radio, or pager.

   Should the Contractor maintain an office beyond a 50-mile radius of the job site, the following criteria are required:

   i. The Contractor shall provide the City with the name, address and telephone number of an employee residing within a 50- mile radius of the job site. This employee shall be required to maintain 24-hour phone service with the City. If a telephone answering service is utilized, the employee of the Contractor shall be required to respond to the City by radio or pager on a 24-hour basis, and report to the project site within one (1) hour after such notification.

   ii. This employee shall have supervisory capacity.

   iii. Should this employee of the Contractor move out of the 50- mile radius of the job site, a new employee may be substituted, upon prior approval of the City.

C. Contractor shall provide sworn financial statement, which evidences the Contractor has adequate financial resources to complete the work proposed, as well as all other work the Contractor is presently under contract to perform.

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A. GENERAL

Furnish all labor, equipment, materials, and supervision to perform landscape maintenance as described herein including, but not limited to the control of the following:

1. Weeding and cultivating
2. Trimming, pruning, and mowing
3. Hedging (where specified)
4. Watering, manual watering-quick connects, hand watering-hose
5. Irrigation system maintenance, repairs and replacement
6. Pest control
7. Clean-up, sweeping, vacuuming, wash down
8. Trash pickup and empty trashcans
9. Repair or replacement, fence, and wall
10. Spraying
11. 24-hr. emergency callout and public contact provided
12. Uniforms

B. WORKMANSHIP

1. Work shall be performed by competent workers supervised by a supervisor who has experience and technical training in landscape maintenance work. The contractor shall meet with the City representative once weekly to review the landscaping and discuss maintenance operations. At the weekly meeting, Contractor will provide the City Representative with all completed City work orders, a “Work Location Schedule Checklist” for other work completed during that week. This checklist will indicate locations of service and date that service was completed.

2. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

3. Contractor shall not hire or employ any person to perform

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work within the City of West Covina or allow any person-to-person work required under this Agreement unless such person is properly documented and legally employed in the United States.

C. WORKING HOURS

1. Normal working hours shall be and eight-hour day Monday through Friday between the hours of 7:00 am and 5:00 pm.
2. For maintenance, Glendora Center work hours are generally between 6:00 A.M. and 9:00 A.M. Special projects can be completed after these times. Water cannot be applied when cars are present as in irrigation system checks.
3. **Care shall be made as to not making excessive noise adjacent to residences before 8:00 am.** In addition, the contractor shall conform to the City noise ordinance requirements as defined in West Covina Municipal Code; Article 4, Sections 15-83, 15-84, and 15-85 concurrently.
4. Irrigation of general areas is controlled by automatic time clocks and shall be watered between 9:00 pm and 6:00 am when requested. Manual irrigation shall be performed during normal working hours with the exception of areas listed in Commercial Zones.

D. RESPONSIBILITY, COORDINATION, MEETINGS

1. At award of contract, the Contractor shall complete a Maintenance Schedule Calendar covering the first twelve-month period of this contract. This calendar will outline a time-line schedule for all maintenance activities including, mowing of commercial zones, weed abatement and any scheduled herbicide applications, pruning and all other required activities listed in this Maintenance Agreement. This Maintenance Schedule Calendar shall be reviewed on a monthly basis to ensure maintenance activities adhere to the Contract Agreement. This Maintenance Schedule Calendar shall be renewed at the end of each twelve-month period of this Contract. A notification, a monthly work schedule will be submitted in writing to the City on the 25th of each month preceding the next month of said work to be completed as per the Maintenance Schedule Calendar.

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2. Contractor shall also complete and give to the City representative a Work Location Schedule Checklist, at each weekly meeting indicating locations serviced and the types of service provided and the date this service was provided. The City will provide the format for this checklist.

3. Contractor shall complete an Irrigation Maintenance Log located at each controller which records daily maintenance activities that adhere to the schedule developed. This maintenance log shall be discussed with the City representative, at scheduled walk-through / inspections.

4. Contractor shall secure and maintain all required permits and licenses and pay all fees necessary to legally complete the work of this project. Contractor shall meet with the City representative once weekly to review the landscaping, discuss maintenance operations, determine progress, and identify areas needing attention. Contractor shall attend additional meetings if deemed necessary by the City Representative.

E. OFFICE LOCATIONS/EMERGENCY CALL-OUT

Contractor is asked to maintain an office within a 50-mile radius of job site and provide the office with phone service during normal working hours. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or pager. Contractor is required to provide City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the contractor shall not be more than one hour after notification. For example, a break in the irrigation system where the water is flowing.

Should the contractor maintain an office beyond a 50-mile radius of the job site, the contractor shall provide the City with the name, address and telephone number of an employee residing within a 50-mile radius of the job site. This employee will be required to maintain 24-hour phone service with the City. If a telephone answering service is utilized, the employee of the contractor shall be required to respond to the City by radio or pager on a 24-hour basis.

1. This employee should be of supervisory or foreman capacity with access to the contractor and West Covina work crew on a 24-hour basis.

2. Should this employee of the contractor move out of the 50-mile radius of the job site, a new employee may be substituted upon prior approval of the City.

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3. Failure to comply with this on-call requirement as part of the contract agreement shall result in termination of contract by the City.

Should the Contractor fail to respond as specified by contract, the Contractor will be liable for any loss sustained by the City to correct said emergency.

F. RECORDS AND REPORTS

1. Records

Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the City Representative to evaluate the performance of such services. The City Representative shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

2. Reports

Contractor shall periodically prepare and submit to the City Representative such reports concerning the performance of the services required by this Agreement as the City Representative shall require. Contractor hereby acknowledges that City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the City Representative of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the City Representative or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for her/her own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all resulting damages.

H. WORK AREAS/SITES

Site maps have been provided on the Planet Bids website as a link to for downloading for your convenience, as M1 – M156. West Covina Arterials are provided as a separate attachment.

I. EXTRA WORK

City has the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City Representative to Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contractor. Additional compensation totaling up to 25% of the annual compensation may be approved by the City Representative for extra work performed over each year of the contract. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not therefore be entitled to additional compensation. (See also Section L, Provisions for Extras.)

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LOCATION SCHEDULE

A. MEDIANS / PARKWAYS / CITY ARTERIALS / TREE WELLS / SIDEWALKS / RIGHT OF WAYS / WALLS, FENCES / OTHER AREAS

General Scope of Service for the following areas include but are not limited to furnish all labor, equipment, materials and supervision to perform all landscape maintenance, weed control and abatement, and brush abatement. All **side** and **overhead** vegetation removal for sidewalk tree suckers, tree wells, walls, and fences for pedestrian, or roadway vehicle clearance. Trash collection and removal, sweeping, litter/debris clean up, and disposal of all collected materials. Irrigation both manual and automatic and repair of all systems. Locations subject to the determination of the City's authorized representative.

Regarding walls/fences to the **rear** or **side** of a private property or a commercial property with a sidewalk will be kept clear of vegetation for pedestrian clearance, to the side and overhead, and any non-maintained Right of ways, weed abated. Exact locations need not be listed.

1. Amar Road – From Shadow Oak Drive west 800 linear ft. along block wall; sidewalk and 18 tree wells on south side. (0.2) (M-1)

2. Amar Road – Right of ways, north side; from Lark Ellen west to Commercial area at Valinda Avenue; 1,300 linear ft. along block wall; sidewalk and tree wells. (0.4) Mile. (M-2)

3. Amar Road – Right of ways, sidewalk approximately 15-ft. deep area 825 linear ft. along block wall at Rolling Wood Apartment Complex. (M-3)

4. Amar Road Median – From Azusa Avenue West to Brentwood Dr. Landscape, hardscape. Weeds, trash, debris. (0.22) Mile in length. (M-4)

5. Amar Road Median – From Azusa east to Westport. Landscape, hardscape. – (2,640 sq. ft of turf) (0.9) miles (M-5), 71,280 square feet

6. Amar Road Median – From Westport east to City Limits @ Magdalena Drive. (1)-mile planted and non-planted. (M-6), 79,280 square feet

7. Audrey Lane Mini Median – At Adrienne Drive. Irrigated, planted and hardscape areas. (1,000 sq. ft.) (M-7)

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8. Azusa Avenue – Right of ways, from north of Fleetwell Avenue south 1,690 linear ft. to Michelle Street - sidewalk along block walls. Mile (0.6) (M-8)

9. Azusa Avenue – Right of ways, from Mobeck Street south 600 linear feet to Cameron Avenue on the West Side of street. Sidewalk along block wall. Mile (0.2) (M-9)

10. Azusa Avenue – Right of ways, on the east side north of Merced 144 linear ft. and south of Merced Avenue 1,150 linear ft. to just past Rio De Oro Drive cul-de-sac - Sidewalk along block wall. Mile (0.4) (M-10)

11. Azusa Avenue – Right of ways, on the east side south of Linda Vista Street 300 linear ft. to Greenville Drive - sidewalk along block wall. Mile (0.2) (M-11)

12. Azusa Avenue – Right of ways, on the eastside north of Alaska Street 110 linear ft. and south 470 linear ft. to Vine Avenue - sidewalk along block wall. Mile (0.4) (M-12)

13. Azusa Avenue – Small turf area on Azusa Avenue just south of the end of Rio De Oro Drive cul-de-sac. 5,397square ft. turf (M-13)

14. Azusa Avenue Median – Freeway, south to Fairgrove Avenue – (1.7) miles, approximately 134640 square t of turf. (M-14)

15. Azusa Avenue Median – From Fairgrove Avenue south to Amar Rd. Landscaping, hardscape, irrigation, tree wells, sidewalks. (0.81) Mile in length. (M-15)

16. Azusa Avenue Median – From Amar Rd. South to Temple Avenue. Landscape, hardscape, weeds trash, debris. (0.47) Mile in length. (M-16)

17. Azusa Avenue Median – South Garvey north to City Limits. Planted, hardscape, irrigated. Mile (1.0) (M-17), 23,760 square feet

18. Azusa Avenue south – Right of ways, sidewalk on West Side. From Stratford south to Fairgrove Avenue. (0.8) Mile. (M-18)

19. Azusa Avenue south – Right of ways, sidewalk, tree wells, from Aroma Drive down to the Shopping Center on Amar Road;

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Eastside, Includes chain link fence along the Calif. Coastal Shrub habitat area. (1.5) Miles. (M-19)

20. Badillo Street – Right of ways and other area on South side, between Vincent Avenue and School site. .6 mile in length depth varies from 10 feet to 55 feet. No sidewalk. (0.6) Mile (M-20)

21. Badillo Street Median - City limits on the west, east to Lark Ellen (1.8) miles, approximately 142,560 square feet of turf (M-21)

22. Barranca St., North of freeway, west sidewalk, wall, tree wells. (0.1) Mile (M- 22)

23. Broadmoor Avenue – Cul-de-sac area drainage channel running west along wall past Shadydale Avenue approximately 430 total ft. (0.2) Mile. (M-23)

24. Cameron Ave Slope Easement – South side of Cameron Ave. just east of Heritage Park. Weed abate, drain cleaning, sidewalk clearance trimming. (0.25) Acres. 280 feet long. (M-24)

25. Cameron Avenue – Right of ways, sidewalk, and open areas along block wall on the south side of Cameron Avenue; 25 ft. deep narrowing to 8 ft. deep, east of La Serena Drive for 325 linear ft. 25-ft. deep, west of La Serena Drive for 450 ft. Along wall. Include entrance to La Serena Drive; clean, weed abate. (0.4) Mile. (M-25)

26. Cameron Avenue – Right of ways, sidewalk on north side between Barranca Avenue and Prospero Drive; including mini median on Prospero Drive. Slope area 325 linear ft. in length and 50 ft. deep at the rear of two properties on La Serena Drive. (0.7) Mile. (M-26)

27. Cameron Avenue – Right of ways, sidewalk on the north side between Sunset Avenue and Evanwood Avenue. (0.3) Mile. (M-27)

28. Cameron Avenue / Eddies Drainage Ditch - Clear ditch itself 5 feet back on each side from where it leaves block wall to point that it enters Golf Course. Areas behind private property and block wall clean to wall and private property fence. The ditch runs behind the block wall from flood basin to Golf Course 1,075 linear ft. Clean, weed abate, clear and trim back all overhanging landscaping. (M-28)

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29. Cameron Avenue west – Right of ways, sidewalk along south side between California Avenue and Glendora Avenue. (0.3) Mile. (M-29)

30. Citrus Avenue Median - From Workman Avenue south to Norma Avenue, (0.6) miles planted and non-planted manual irrigation. (M-30) 47,520

31. Citrus Avenue Slope – North of Vanderhoof Drive, East Side of Citrus Avenue. 230 linear feet x 30 feet of planted irrigated slope area. (M-31)

32. Doublegrove Street – North of Cambridge Court approximately 325 linear feet; Right of ways and sidewalk on the northeast side. (0.2) mile. (M-32)

33. Eckerman / Carlton Avenue - Cul-de-sac's and connector to Palm View Park. (M-33)

34. Fairway Lane – Right of ways, sidewalk from North Garvey Avenue to Commercial Area; Southeast side. (0.2)-mile. (M-34)

35. Faye Lane Mini Median – At Francesca Drive. Irrigated, planted and hardscape areas. (M-35)

36. Fleetwell Avenue – From Workman Avenue south to Mardina Street; East side Right of ways; 920 linear feet, 18 tree wells. Trash pickup, sidewalk cleaning, tree wells. (0.6) Mile (M-36)

37. Francesca Drive – Right of ways, south side between Woodgate Drive and Nogales Street. 700 linear feet. (M-37)

38. Francisquito Avenue – Right of ways, south side between Mayland Avenue and Orange Avenue. (0.7) Mile. (M-38)

39. Francisquito Avenue – South sidewalk walls/fences keep plant material clear for pedestrian traffic, weeds, trash. Between Sunset Avenue west to Orange Avenue. (0.3) Mile. (M-39)

40. Giano Avenue – Right of ways, West Side of street. From Gemini Street 950 linear feet south to Wednesday Drive. (0.2) Mile. (M-40)

41. Gina Lane Mini Median – At Nogales Street; irrigated, planted and hardscape areas. (M-41)

42. Glendora Avenue Median - From and including triangle at Glendora and Vincent South to City Limits. Turf, landscape and hardscape. (1.31) Miles approximately (M-42)

43. Grand Avenue - West Side Right of ways, from the San Bernardino Freeway off ramp to Holt Avenue. (0.2) Mile. (M-43)

44. Grand Avenue Median – Hardscape median at freeway, weeds, trash, debris. Both north and south of freeway. (0.3) mile. (M-44)

45. Grenoble Avenue – West from Azusa Avenue north side of Grenoble Avenue along Right of ways, sidewalk; 10-foot back for 500 linear feet. South side 175 linear feet 10-foot back. (0.3) Mile. (M-45)

46. Hollencrest Circle – At end of cul-de-sac and south side of Hollencrest Cir. Sidewalk Clearance and weed abate. (65)-feet behind sidewalk at cul-de-sac and (20) feet behind sidewalk on south side of the street. (M-46)

47. Holt Avenue - At Oak Knoll Drive, south side areas to the east and west side of intersection. Weed abatement, trash pickup; approximately 2,300 Sq. Ft. (M-47)

48. Holt Avenue – Right of ways north and south from Walnut Creek overpass east to Grand Avenue Right of ways in undeveloped areas. Clearance trimming roadway, weed abate and trash pickup area. (0.4) Mile. (M-48)

49. Lark Ellen Avenue – Right of ways, sidewalks on East Side between Badillo Street and Louisa Avenue. (0.3) Mile. (M-49)

50. Lark Ellen Avenue – Right of ways, west side. From Amar Road north 1,400 linear ft. up to Condo's on Pass & Covina Road. (0.4) Mile. (M-50)

51. Maplegrove Street – Right of ways between Valinda Street east to Pass & Covina Road. 800 linear ft. on the southside; 8 tree wells. (0.4) Mile. (M-51)

52. Mobeck Street – Right of ways and other area between Holly Place and Valinda Avenue on the south side. Areas total 780 feet in length and 20 feet deep, 15,600 square feet total. (0.4) Mile. (M-52)

53. Nelson Street Mini Median – At Azusa Ave. Planted and hardscape areas. Manual irrigation. (M-53), 300 SQ. FT.

54. Nogales / Valley Connector areas – Landscaping, sidewalks, irrigation, tree wells on connector road, sidewalk planters,

slope area, stairs, walls. (M-54)

55. Nogales Street – Right of ways, sidewalk 1,000 ft. north of Amanda Street and south to school site; including entrance to Amanda on West Side of street. (0.3) Mile. (M-55)

56. Nogales Street – Right of ways, sidewalks along wall, 750 feet north of Gina Lane & 850 feet south. West Side. (0.4) Mile. (M-56)

57. Nogales Street – Right of ways, walls/fences, sidewalks between Hollingworth Street to City Limits. (0.31) Mile. (M-57)

58. Nogales Street Median – From Amar Road south to La Puente Road (1.4) Miles, Landscape, hardscape, west sidewalls, irrigation, (M-58), 110,880 SQ FT.

59. Nogales Street Median – South of Northam St. to City Limits. Landscape, hardscape, irrigation, trash debris. (900) Feet in length. (M-59)

60. North Garvey Avenue east - from Fairway Lane to City Limits. North side slope area Right of ways and sidewalk. Some areas irrigated. (1.1) Mile. (M-60)

61. North Garvey Avenue east - North side of street, Right of ways from Maplewood Avenue to Toland Avenue. Including sidewalk passageway from Maplewood Avenue to Vincent Avenue along freeway fencing. (0.4) Mile. (M-61)

62. North Garvey Avenue west – Right of ways along walls; north side of Garvey Avenue between Willow Avenue west to the Radisson Hotel. (0.6) Mile (M-62)

63. Oak Knoll Drive - North side Right of ways from Holt to street blockade rights-of- way. Weed abate, clearance trimming, trash pickup area. (0.2) Mile. (M-63)

64. Opal Lane Mini Median – At Shakespeare Drive. Irrigated turf 800 sq. ft. (M-64)

65. Pass & Covina Road – Right of ways 625 linear ft. north of Jennifer Place and 300 linear ft. south; West Side along block wall area. 16 tree wells. (0.4) Mile. (M-65)

66. Priscilla Drive Mini Median – At Shakespeare Drive; Irrigated and planted. (M-66), 200 sq. ft.

67. Rowland Avenue Median - Lark Ellen Avenue to Armel Drive @

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City Limits – (0.7) mile. Irrigated / ground cover / turf / plants / concrete. (M-67), 79,200 square feet

68. San Bernardino Road – Right of ways, south side, between Orange Avenue west to City Limits. (0.4) Mile. (M-68)

69. Shadow Oak Drive – Right of ways from Amar Road south to Woodgate Drive; West side only. (0.5) Mile (M-69)

70. Shadow Oak Drive – Right of ways, 700 feet west of Gemini Street and 230 feet east. (0.5) Mile. (M-70)

71. Shakespeare Drive – On the East Side north of Opal Lane 600 linear ft., sidewalk along wall area. (0.2 Mile) (M-71)

72. Shakespeare Drive Median – Between Shadow Oak Drive and Nogales Street. Length 63,360 linear ft. Landscape and hardscape. (0.8) Mile. (M-72)

73. South Garvey Avenue east – From Fircroft Street 140 feet east and west. South side Right of ways along block wall. (0.2) Mile. (M-73)

74. South Garvey Avenue east – From Mockingbird Lane 200 feet east. South side Right of ways along block wall. (0.2) Mile. (M-74)

75. South Garvey Avenue east - From Monte Verde Drive to City Limits. North side freeway Right of ways. South side Right of ways and Horse Trail area; Area is (0.5) mile long.(M-75)

76. South Garvey Avenue east – Right of ways and other area, from Lark Ellen Avenue east 1,390 linear feet. South side of street; all area along and back 25 feet to block wall. (0.4) Mile. (M-76)

77. South Garvey Avenue east – Right of ways and other area, south side from Garden Glen east 230 linear feet; back 25 feet to block wall. (0.1) Mile. (M-77)

78. South Garvey Avenue east – Right of ways and other area, south side from Astell Avenue east 180 linear ft. back 25 ft. to block wall. (0.2) Mile. (M-78)

79. South Garvey Avenue west – Right of ways along the south side of Garvey Avenue from Sunkist Avenue west to Mossberg Avenue. (0.5) Mile (M-79)

80. Sunset Avenue - Between Vine Avenue, South to City Limits, on

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the East/West sidewalks, Right of ways. (1.35) Miles (M-80)

81. Sunset Avenue – Right of ways, sidewalk, 550 linear feet north of Roseway Avenue and 500 linear feet south to Vine Avenue. Mile (0.2) (M-81)

82. Sunset Avenue – Right of ways, sidewalk, 950 linear feet South of Vine Avenue to end of wall before Merced Avenue. (M-82)

83. Sunset Avenue Median - North of freeway, to Puente Street – (0.5) miles (M-83)

84. Sunset Avenue Median - South of freeway, (1.6) miles, to Fairgrove Avenue. Approximately 126,720 square feet of turf. (M-84)

85. Sunset Avenue Parkways - Oleanders pruned four (4) times yearly. No ground cover areas.

    a. Francisquito Avenue to DelVale Street – (0.2) miles - (M-85)

    b. Puente street to just past Louisa Avenue – (.1) mile (M-86), 7,920 square feet

86. Sunset Avenue West Side, Right of ways, sidewalk, wall from just north of Farlington St. down to Francisquito Ave. (0.25) Mile. (M-87)

87. Tuesday Drive – Right of ways, sidewalk east of Shakespeare Drive .2 mile west along block wall on south side. (0.3) Mile. (M-88)

88. Valinda Avenue – Right of ways from City Limit south of Dore Street north to Maplegrove Street. East Side along block wall, sidewalk and 17 tree wells 2,600 linear ft. (0.8) Mile. (M-89)

89. Valley Blvd. Median - At Nogales St. Overpass Bridge. Landscape, hardscape irrigation, tree wells in sidewalk. (0.16) Miles in length. (M-90)

90. Vanderhoof Drive – Cul-de-sac at end of street and 150 feet East Side Right of ways along wall. (M-91)

91. Vincent Avenue – Right of ways, sidewalks on both east and West Side between City Limits and Puente Street. (0.4) Mile. (M-92)

92. Vincent Avenue Median - West Covina Parkway, north to Badillo - (1.5) miles planted. (M-93) 118,800 sq. ft.

93. Walnut Creek Equestrian Trail - Located between Barranca Street and Holt Avenue. Horse trail on the south side of Walnut Creek Wash; Length is 1,450 linear ft.; Overhead clearance to be maintained to 14 ft. Depth of area varies from 20 ft. to 50 ft. (0.5) Mile. (M-94)

94. Walnut Creek Equestrian Trail – Located between the rear of Ridge Riders Park and Barranca Street. Horse trail on the south side of Walnut Creek Wash, overhead clearance to be maintained to 14 ft., side clearance to fences. Length (0.3) mile. (M-95)

95. Walnut Creek Parkway – Southeast side of street from Sherway Street; 1,410 linear ft. down past Leewood Street. East side Right of ways along Walnut Creek. Depth of area varies from 17 feet to 30 feet. (0.4) Mile. (M-96)

96. West Covina Parkway Median - Between Vincent Avenue and Sunset Avenue approximately (.9) miles planted and non-planted areas. (M-97), 71,280 Sq. Ft.

97. West Covina Parkway Median – Located south of South Garvey west-northwest 1,000 linear ft. to Pacific Avenue. Planted and hardscape non-planted areas. (0.3) Mile. (M-98), 23,760 Sq. Ft.

98. Wimbledon Court – At Grenoble Avenue west side only 5-ft. back for 345 linear ft. north along sidewalk. (0.1) Mile. (M-99)

99. Woodgate Drive – Right of ways, from Delia Place west 125 linear feet, east 115 linear feet along north side block wall. (M-100)

100. Woodgate Drive – Right of ways, sidewalk from Christie Lane west 700 linear feet, east 150 linear feet along block wall on the south side. (0.4) Mile.(M-101)

101. Woodgate Drive – Right of ways, sidewalk from Thomas Place south 525 linear feet west side along block wall . (0.3) Mile. (M-102)

102. Woodgate – Right of ways, sidewalk on east corner of Art Place. 500 Sq. Ft. (M-103) 500

103. Woodgate – Right of ways, sidewalk, from Dee Lane West Side 875 linear feet, along north side block wall. (0.2) Mile. (M-104)

104. Workman Avenue – Right of ways east of Chevron Station on

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south side; East 290 linear ft. along block wall. Trash pickup, sidewalk cleaning (0.1) Mile. (M-105)

B. TREE WELLS ONLY

Tree well installations in the City of West Covina are generally spaced 30-feet apart along commercial areas and major streets. This area of the contract will require trash removal and weed control in the tree well. The tree itself will require basal sprout and water sprout removal up nine (9) feet height for pedestrian clearance.

1. Amar Avenue - Between Westport and Magdalena both north and south sides of the street. (.9) Mile. (M-106)
2. Amar Avenue / Azusa Avenue – All commercial corridor areas at this intersection. Both sides of the street north, south, east, west. (M-107)
3. Azusa Avenue - Between Fairgrove Avenue and Commercial Area on Amar Road east and west sides. (.7) Mile. (M-108)
4. Azusa Avenue - Between Mobeck Street, south to Merced Avenue on both east and west sides. (.8) Mile. (M-109)
5. Cameron Avenue – North side tree wells, between Sunset Avenue and Toluca Avenue. 13 tree wells. (.4) Mile. (M-110)
6. Citrus Avenue - between Workman Avenue and North Garvey Avenue east, both east and west sides. (.7) Mile. (M-111)
7. Glendora Avenue - Between Walnut Creek Parkway north to South Garvey east, along West Side of the street. 24 tree wells. (.4) Mile. (M-112)
8. Lakes Drive - Between Glendora Avenue and Garvey Avenue; on both the north and south side of street 14 tree wells. (.2) Mile. (M-113)
9. Nogales Street - Between La Puente Road and City Limits, east side and west side. 13 tree wells. (.8) Mile. (M-114)
10. Shadow Oak Drive - Between Amar Road and Nogales Street both sides of the road. (2.8) Miles. (M-115)
11. Stephanie Drive - Between Shadow Oak Drive and Shirlee Street, on both east and west sides of the street. Approx. (17) Tree wells (.5) Mile. (M-116)

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12. Sunset Avenue - West Side tree wells, between Walnut Creek Overpass and Cameron Avenue. 5 tree wells. (.3) Mile. (M-117)

13. The Plaza Mall – Palm tree wells on the north and south side of Plaza Drive, at Mall entrance on Vincent Avenue. (.1) Mile. (M-118)

14. The Plaza Mall - Palm tree wells on the north side of West Covina Parkway. (.3) Mile. (M-119)

15. The Plaza Mall – Palm tree wells on the West Side of Vincent from West Covina Parkway north to Freeway. (.5) Mile. (M-120)

16. Toluca Avenue – Between Cameron Avenue and West Covina Parkway. East Side tree wells. 16 tree wells. (.2) Mile. (M-121)

17. Valley Boulevard – Between Nogales Street and Sentous Ave. along the north side of the street. 21 tree wells. (.7) Mile. (M-122)

18. West Covina Parkway - North side tree wells, along Sunset Parkway Mall. 18 tree wells. (.4) Mile. (M-123)

19. Woodgate Drive - Between Amar Road and Shadow Oak Drive both sides of the road. (1.4) Mile. (M-124)

20. Workman Avenue - between Calvados east to Citrus Avenue, south side; 11 tree wells. (.2) Mile. (M-125)

21. Workman Avenue - From Citrus Avenue east to Barranca Avenue on the south side. 42 tree wells. (.7) Mile. (M-126)

C. COMMERCIAL ZONES

1. Auto Dealer & Apartments / Freeway – North Garvey East, freeway Right of ways. East of Azusa to Baymar Ave. Auto Dealer keep vines off of fence, weeds. Trash clean two (2) times each month. (.25) Mile in length. (M-127)

2. Auto Dealer and Freeway – South Garvey East, freeway Right of ways, east of Citrus Ave. Keep vines off of freeway fence, weeds. Trash clean two (2) times each month. (600) ft. length. (M-128)

3. Auto Dealers & Apartments / Freeway – North Garvey East,

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freeway Right of ways. East of Hollenbeck Ave. to Citrus Ave. Auto Dealer keep vines off of fence, weeds. Trash clean two (2) times each month. (.41) Mile in length. (M- 129)

4. Auto Dealers and Freeway – South Garvey East, freeway Right of ways, sidewalk tree wells, between Azusa Avenue and Baymar Street. Keep vines off of freeway fence, weeds. (.6) Mile in length, approximately six (6) feet wide. Clean two (2) times each month. (M-130)

5. Auto Dealers and Freeway – E. Norma Avenue S. Winston Avenue ending at end of dealership building not to include 1949 Eat Norma Avenue North Side of the Street only, behind auto dealership buildings. Clean two (2) times each month. (M-130)

6. City Hall, West Garvey South – W. Pacific Avenue to Sunset Avenue overpass wall along freeway Right of ways, keep vines cut back tight on side and top, no vines on light poles. Keep signs cleared, as needed. Trash picked up along street both sides. Twice monthly. (0.35) Mile in length. (M-131)

7. City Maintenance Yard Facility, Chamber of Commerce and Fire Station #1 - located at 825 South Sunset Avenue. Complex on the corner of Sunset Avenue and Cameron Avenue. Clean weekly. (M-132)

8. Fire Station #3 and Fire Administration Office - located at 1435 West Puente Avenue. Corner of Puente Avenue and Yaleton Avenue. Turf area 2,975 sq. ft. Weekly service. (M-133)

9. Fire Station #4 - Located at 1815 South Azusa Avenue. Corner of Fairgrove Avenue and Azusa Avenue. Boundaries extend three (3) feet past all flat surfaces within the compound, curbs, pavement, walks and walls. Does not include rear slope areas, which is MD#4. Turf area 6,014 sq. ft. Weekly service. (M-134)

10. Fire Station #5 - Located at 2650 East Shadow Oak Drive; corner of Nogales Street at Shadow Oak Drive. Does not include rear slope area, which is MD#4. Area total is approximately 35,098 Sq. Ft. including building. Boundaries extend three (3) feet past all flat surfaces within the compound, curbs, pavement, walks, walls and drainage swell; all landscaping with no turf areas. Weekly service. (M-135)

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11. Glendora Center Strip Mall – 100, 200 and 300 blocks of Glendora Avenue Commercial area on the East Side. Also includes small area located on the West Side of Glendora Avenue. Clean three (3) times per week or as needed. Rear alley, clean debris, weed abate (4) four times yearly. (M-136)

12. Restaurant Row - North Garvey east, freeway Right of ways, and tree wells between Barranca Avenue and Grand Avenue; length of area is (.6) miles. Weeds. Trash cleaned twice monthly. (.34) Mile in length. (M-137)

13. Sunset Parkway Mall - Located at 630-650 Sunset Avenue. Parkway strip and sidewalk along east side of Sunset Avenue. Work area is 1,540 Sq. Ft. Clean weekly. (M-138)

14. West Covina Parkway and Parkette – Between Sunset Avenue and Glendora Avenue, along south side. All landscaped areas excluding private sections (i.e., Ruiz Tailor and Triple Check Income Tax) back to Walnut Creek fence. Turf area is approximately 6,525 Sq. Ft. total for the entire area. Work areas combined are .4 mile in linear length. Clean (3) Three times weekly. (M-139)

D. FREEWAY RIGHT OF WAYS, OVERPASS AND UNDERPASS AREAS

Freeway Right of ways and bridges are serviced once every two (2) months for trimming, weeds, trash unless listed in the Commercial Zones.

1. Freeway Right of ways North – North Garvey West between City Limits on the West and Vincent Avenue approximately 2 miles along the south side of Garvey Avenue. (M-140)

2. Freeway Right of ways North – North Garvey East between Vincent Avenue and City Limits, approximately 6 miles along the south side of Garvey Avenue, Maplewood Avenue and Fairway Lane. (Excluding the Eastland Shopping Center area.). (M-141)

3. Freeway Right of ways South – South Garvey West between City Limits on West and Vincent Avenue, approximately 2 miles along the north side of Garvey Avenue. (Excluding the West Covina Plaza Mall area.) (M-142)

4. Freeway Right of ways South – South Garvey East between Vincent Avenue, and City limits on the east. Approximately 4.1

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miles on the north side of Garvey Avenue, Holt Avenue, and Temple Way. (M-143)

5. Freeway Underpass Areas @ Cameron Avenue: (M-144)

   a. North west – Slope landscaping, weeds, trash.
   b. North east – Slope landscaping, weeds, trash
   c. South east – Sidewalk weeds, trash
   d. South west - Slope landscaping, weeds, trash

6. Freeway Underpass Areas @ West Covina Parkway: (M-145)

   a. North west – Sidewalk weeds, trash
   b. North east – Slope landscaping, irrigation, weeds, trash
   c. South east – Slope landscaping, irrigation, weeds, trash
   d. South west – Sidewalk weeds, trash

7. Freeway Underpass Areas @ Sunset Avenue: (M-146)

   a. North west – Landscaping, weeds, trash
   b. North east – Sidewalk only weeds, trash
   c. South east – Sidewalk only weeds, trash
   d. South west – Sidewalk only weeds, trash

8. Freeway Underpass Areas @ Vincent Avenue: (M-147)

   a. North west – Sidewalk only weeds, trash
   b. North east – Sidewalk only weeds, trash
   c. South east – Sidewalk only weeds, trash
   d. South west – Sidewalk only weeds, trash

9. Freeway Underpass Areas @ Lark Ellen Avenue: (M-148)

   a. North west – Landscaping, irrigation, weeds, trash
   b. North east – Landscaping, irrigation, weeds, trash
   c. South east – Landscaping, irrigation, weeds, trash
   d. South west – Landscaping, irrigation, weeds, trash

10. Freeway Underpass Areas @ Azusa Avenue: (M-149)

    a. North west – Sidewalk only weeds, trash
    b. North east – Sidewalk only weeds, trash
    c. South east – Sidewalk only weeds, trash
    d. South west – Sidewalk only weeds, trash

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11. Freeway Underpass Areas @ Hollenbeck Avenue: (M-150)

    a. North west – Sidewalk only weeds, trash
    b. North east – Landscaping, irrigation, weeds, trash
    c. South east – Landscaping, irrigation, weeds, trash
    d. South west – Sidewalk only weeds, trash

12. Freeway Underpass Areas @ Citrus Avenue: (M-151)

    a. North west – Sidewalk only weeds, trash
    b. North east – Sidewalk only weeds, trash
    c. South east – Sidewalk only weeds, trash
    d. South west – Sidewalk only weeds, trash

13. Freeway Overpass Areas @ Barranca Avenue: (M-152)

    a. North west – Sidewalk only weeds, trash
    b. North east – Sidewalk only weeds, trash
    c. South east – Sidewalk only weeds, trash
    d. South west - Sidewalk only weeds, trash

14. Freeway Underpass Areas @ Grand Avenue: (M-153)

    a. North west – Sidewalk, Rights-of Way, weeds, trash
    b. North east – Rights-of way, Sidewalk weeds, trash
    c. South east – Right of ways only weeds, trash
    d. South west – Sidewalk, Right of ways, weeds, trash

15. Freeway Underpass Areas @ Holt Avenue: (M-154)

    a. North west – Right of ways only weeds, trash
    b. North east – Right of ways only weeds, trash
    c. South east – Right of ways only weeds, trash
    d. South west – Right of ways only weeds, trash

E. CITY PROPERTY AT WASH AREAS

1. City property near the wash between Lark Ellen & Azusa Ave (M-155) – Weeds and trash
2. City property near the wash from S Barranca St until E Holt Ave (M-156) - Landscaping, weeds and trash

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DEFINITION OF WORK

A. TURF AREAS

1. Mowing equipment shall be approved prior to use and shall be maintained in good mechanical working order. The use of mulching mowers is an acceptable practice providing all lawn clipping dry thoroughly and fall below the top of the turf within a 24-hour period. Mowing operations which result in clumping an windrowing of clippings is not acceptable and will require cleanup and removal. Mowing frequency shall be once every week. Areas missed by the operator of the mowing unit will require trimming with a string trimmer.

   In addition to mowing of general turf areas, trimming around sprinkler heads, obstacles and turf grass edges are routinely accomplished at the same frequency and completed on the same workday simultaneously with the mowing schedule. All turf areas will be serviced in this order:

   Turfgrass will be edged along curb and gutter
   Turfgrass areas will be mowed
   Irrigation heads cleaned
   Missed areas trimmed
   Cleanup will be performed

   This will include the use of power edger, nylon line trimmers and hand clipping where necessary. All sidewalk, curb, planting beds, pathway or abrupt transition areas adjacent to maintained turf will be edged every other week. Trim around trees keeping grass one foot away from the base of the trees, using non-selective herbicides. Avoid the use of string trimmers around the base of trees. The City fully expects and requires all turf areas to cleaned and cleared of paper and glass immediately prior to the area being mowed by the Contractor.

   The following guideline for turfgrass height will be followed. Height should be maintained within the following ranges:

   Hybrid Bermuda – ½" to 1"
   Bermuda, Kikuyagrss – 1" to 2"
   Perennial Rye – 1-1/2" to 3"
   Tall Fescue – 2-1/2" to 3"

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2. Irrigation is scheduled as necessary to maintain proper growth rate and optimum appearance of all turf areas. Areas that are manually irrigated will require none one, two or three days of irrigation depending on seasonal weather changes throughout the year, The Public Works Superintendent or City designated representative will be the sole judge as to the adequacy of irrigation.

3. Remove litter/trash/debris weekly or as needed subject to the standards deemed appropriate by the City's Authorized Representative.

4. A weed control program will be included within this contract. Spot applications as needed of a broad-spectrum herbicide may be required through the season as necessary to ensure clearance and neatness of turf, weeds and suckers growing at the base of trees, at sprinkler heads, along fences, around buildings and other miscellaneous locations within this Contract. This program will be included in the contract at no additional cost to the City.

5. Aerate all turf areas, in the spring of each year. Aerate turf by removing ½" diameter by 4" deep cores of sod with an aerator machine at no more than 6" spacing. Schedule and notify Public Works Department prior to starting the work.

6. Insect control and large-scale weed control will be included with this contract. Pests including but not limited to insects, snails and weeds will be evaluated on an individual basis. After City approval, the Contractor may treat to provide a healthy environment for plants and public.

B. TREES

Annual tree pruning is not required in this contract. In the interest of public safety, tree pruning shall be performed on a monthly basis to provide the following:

1. Contractor shall remove all low growing, hanging, dead or unsightly or broken branches. sucker growth, and all growth that adversely impacts irrigation coverage.

2. Basel suckers and watersprout suckers are to be removed from all tree wells.

3. Clear visibility shall be provided of all traffic control signs so that

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all approaching drivers are able to view signs from a distance of one hundred feet (prior to reaching signs).

4. Pruning shall include the cutting back of trees adjacent to roadway intersections.
5. Adequate clearance shall be provided to include a nine (9) feet height clearance and three (3) feet side clearance adjacent to perimeter fences and walls. Sidewalks in City Right of ways, bordering block walls or fences will be kept clear of plant material including the (9) height clearance for pedestrian safety. Roadways will require a minimum height clearance of fourteen (14) feet.
6. Clear visibility shall be provided of all building signs and various signs posted, so that all signs are visible from a distance of one hundred feet.
7. Stake and support young trees when necessary.
8. All guys and ties shall be checked frequently to avoid girdling.
9. Dead or Diseased Trees - Contractor shall notify the City immediately when the following conditions are present:
10. Trees appear to be on a decline for no apparent reason that is known to the contractor; and/or trees are dead.

C. SHRUBS AT ANY HEIGHT

The main goal in pruning most shrubs is to help them develop their natural beauty in the landscape. Shrubs do not need to be constantly pruned to create odd shapes; instead their natural form should be encouraged and allowed to develop. Shrubs should be allowed to grow into each other so that they form a mass planting, barrier, or screen. Any necessary pruning shall be done with thinning and shaping cuts, which allow plant materials to blend together in shrub masses characteristic of each individual species. Exceptions to this guideline include those shrubs:

1. Which were planted with a formal hedge intent, which will require formal pruning and shaping to maintain their intended design.
2. Shrubs, which for security or traffic visibility view, must be maintained at a low height.
3. Clearance trimming for proper irrigation head coverage.
4. Shrubs planted in locations listed in Commercial Zones.

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5. Any private plant material extending over onto City sidewalks or Right of ways or other areas that are not maintained by the property owner.

6. All Oleanders growing in medians or parkways shall be cut back (4) times annually to height requirements (as per City requirements).

7. Any specific type of pruning determined by the City to correct any other condition that the City determines is necessary.

8. Freeway Right of ways trimming will be cut back to behind the curb and overhead trimming to accommodate traffic.

    a. All shrubs shall be pruned back three (3) feet to prevent the obstruction of walkways and driveways, fences, walls and shall be maintained clear from pedestrian and vehicular views, curbs and gutters, signs and utilities. When pruning shrubs along walkways, shearing should be avoided. Instead, shrubs should be cut back in a manner that retains their natural shape as much as possible and tapered back at a 45-degree angle away from the sidewalk or curb. Shrubs shall also be pruned to minimize blockage of irrigation head watering patterns. Spent flower stalks, blooms, and dead growth shall be removed as needed to maintain a clean appearance in the landscape. The Contractor at no additional cost to the City will remove all dead shrubs.

D. IRRIGATED SLOPES AND GROUND COVER

Prune ground covers to keep in bounds of desired planter areas and trim top growth as necessary to achieve an overall even appearance. Thin out to remove irregular foliage masses, which distract from an overall uniform appearance. Ground covers shall be trimmed a maximum of six inches away from walks, curbs, buildings, wall, utilities, turf separation features, tree trunks, shrub and vine trunks on a regularly scheduled basis or as needed. Ground covers shall not be trimmed vertically at the edges but rather should be tapered back at a 45-degree angle. The actual method of edging shall be based on the ground cover foliage characteristics but shall not leave a shredded, damaged edge of the ground cover.

Vining and trailing ground covers that may grow up and wrap around the trunks of trees and shrubs should be trimmed and maintained in a cleared circle of a maximum of twelve inches away from the base of trunks. The intent here is to not have large patches of bare, cleared soil out to the drip-

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lines of plants, but rather to maintain a small buffer zone around the base of trunks. This buffer zone shall be maintained weed free.

1. All slopes and ground cover areas shall have weeds removed / abated every month. The contractor, at no additional charge to the City, may apply a broad-spectrum pre-emergent weed control, to shrub beds and ground cover beds and slopes to assist in the long-term control of such weeds.

2. Nutshedge, Bermudagrass, Morning Glory shall be spot-treated immediately with the appropriate herbicide when found in any planter, ground cover, shrub bed or irrigated landscaped slope area at no additional cost to the City.

3. Trim and edge as necessary to restrict growth from encroaching on sidewalks or other adjacent areas.

4. A weed is defined as an undesirable plant, which will be determined by the City Representative.

5. Dead flowers on all plants in planters will be removed as needed in order to keep a groomed appearance at all times.

6. Landscape Contractor shall be responsible for identification and control of all insect pests and diseases on plants. A qualified Pest Control Operator shall make any necessary pesticide applications. The Contractor shall submit a monthly record to the County Agricultural Commissioner of all insecticides, and herbicides used on this project. A copy of this submitted report will be sent to the City representative at the Public Services Department.

E. PLANTED AREAS

1. A broad spectrum pre-emergent weed control may be applied to shrub beds and ground cover beds and slopes once yearly. Application shall be applied between January 1st and February 28th.

2. Morning Glory, Bermudagrass, Nutshedge shall be spot treated immediately when observed with the appropriate herbicide such as Roundup, Fusillade when found in any planter, ground cover, shrub bed or irrigated landscaped area at no additional cost to the City.

3. Trim and edge as necessary to restrict plant material growth from encroaching on sidewalks, streets or other adjacent areas.

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4. A weed is defined as an undesirable plant, which will be determined by the City Representative or his representative.

5. The seed stems and heads shall be removed from grasses and dead flower heads in order to keep a groomed appearance at all times.

6. All drains to be kept free of debris to allow unrestricted water flow.

F. IRRIGATION

1. All components of the irrigation system shall be maintained in proper working order, as per manufacturer specifications. Contractor shall inspect irrigation system regularly. During regular maintenance activities for immediate concerns, such as broken and malfunctioning heads and shall note observations and areas that need repair in the maintenance log located in each controller. All system problems observed shall be repaired immediately upon discovery. More detailed inspections of system equipment and performance shall be conducted as needed throughout the year with a summary report recorded in the maintenance log located within the controller. The maintenance log shall be discussed with the City representative once per month at the scheduled walk-through/inspection. This shall comprise all irrigation components that includes but is not limited to back flow prevention devices, main pressure lines, lateral lines, master valves, flow meter valves, sprinkler heads, pumps, controllers, valves, wiring and rain guards if installed.

2. Contractor shall keep backflow prevention devices in satisfactory condition per Los Angeles County Department of Health requirements. Contractor shall provide all materials and labor necessary for repairing backflow prevention devices. Contractor shall perform backflow prevention device test as per Los Angeles County Department of Health requirements and submit copies of completed tests to the City. This contract currently has approximately 45 backflow preventers.

3. Contractor shall keep all controller box enclosures in good working order. This includes door panels, hinges, locks, etc. All enclosures, electric meter enclosures, and back flow devices shall be kept a deep forest green. City must approve color of paint prior to application.

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4. Irrigation controllers shall be kept in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance. This contract currently has approximately 60 irrigation controllers.

5. Contractor shall install irrigation charts in each controller as to identify geographic areas, valve locations for each station, and quick coupler locations.

6. Contractor will make the following changes as needed raising, lowering, moving or adding heads to provide adequate coverage of all landscaped areas on each lateral line. Riser height shall be adjusted or extended in shrub and ground cover areas, per the growth of plant materials. Plant material shall be trimmed away from sprinkler heads to allow for full radius coverage.

7. Contractor shall check all valves for opening, closing completely, weeping or leaking. Repair as needed.

8. Contractor shall stock "high use" items for repair of irrigation systems.

9. Contractor shall replace components of irrigation system with approved type of material (brand and model number) or substitutes approved by City.

10. Contractor shall compile and maintain "as builds" of all irrigation systems to include location and serial numbers of major components and furnish City on- going copies of these plans. As built drawings shall be given to the City upon termination of Agreement.

11. For areas with drip systems, the Contractor shall be responsible for maintaining the system within a range of 20-PSI minimum and 45-PSI maximum. 25-PSI is ideal. Hose bib clean outs shall be opened annually to flush accumulated debris and pressure check should be made at this time. After making broken hose repairs, it is essential to flush the lines using the existing hose bib clean outs. A surveillance of the system should be made every other week checking for breaks, leaks and clogging.

12. Contractor shall perform manual irrigation inspections during normal working hours. Walkways shall not be watered when pedestrian traffic is present. Irrigation system shall be installed and adjusted to prevent water from spraying on pavement line,

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but not limited to driveways, houses, private property, parking areas, and streets. Where irrigation of general areas is controlled by automatic time clocks, they shall be watered between 9:00 PM and 7:00 AM.

13. Contractor shall set controllers/valves to ensure proper operation of all irrigation systems. City may monitor the amount of water used and reserves the right to require the Contractor to change or reset the watering cycles at any time during this Agreement.

14. Contractor shall notify the City immediately if any plant materials appear to be wilting or stressed or if other problems develop from a lack of water or over- watering, with reference to irrigation scheduling.

15. Damage resulting from any cause shall be immediately reported to the City Representative or his representative.

16. The repair or replacement of any irrigation component such as valves; sprinkler heads or piping shall be completed and back in operation within 24 hours following verbal or written notification from the Maintenance Division. The Contractor shall repair all components of the irrigation system to provide continuous operation and maximum coverage as per system layout and design.

17. Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism. The costs thereof are included in this Agreement and Contractor will not receive any additional compensation for this work.

18. Contractor shall be responsible for replacing all components of the irrigation system that are worn out and non-repairable. City will pay wholesale material cost for worn out and non-repairable backflow prevention devices and irrigation controllers only.

19. Where it has been confirmed that damage is the result of City forces or the result of construction being performed by another contractor working on a separate City project, Contractor shall submit an estimate of costs for correction to City. City may authorize repair by Contractor, and if authorized, will pay for this work in the same manner as payment for "extra work."

20. Repair or replacement of damage resulting from Contractor's negligence shall be at Contractor's expense.

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21. Manual or hand watered areas will be scheduled for irrigation seasonally. Adjusting of scheduled watering days will change seasonal throughout the year. From 0 – 3 days per week is common with sets running from 10 – 60 minutes per set. The City Representative or his representative will be sole judge as to the adequacy of irrigation.

G. IRRIGATION – WATER SHORTAGE

1. The City of West Covina along with the contractor will be responsible for monitoring the amount of water used for all irrigation areas of the landscape agreement. The City reserves the right to request the contractor to change or reset the watering cycles at any time during this Agreement. If required to reduce the amount of water used for irrigation purposes the contractor shall comply fully. The contractor will ensure the efficiency of the irrigation systems is at the highest level possible. Contractor will comply at all times with the current level of the Emergency Water Regulations. Failure to properly manage and conserve water resources my result in deductions or other penalties.

2. The Contractor shall notify the City immediately if any plant materials appear to be wilting or stressed from a lack of water.

3. The Contractor shall notify the City immediately if over-watering is causing problems during maintenance operations.

4. The Contractor shall notify the City immediately if plant materials appear to have an unhealthy condition due to over-watering.

H. WEED REMOVAL SERVICES

1. Contractor will remove the grass and weeds from the gutter and sidewalk including fence lines and tree beds/grates of the area described in all areas listed in the location schedule above. This service will include 3 applications of non-residual herbicide to kill weeds and 2 removals of dead weeds (1-2 weeks after 2nd and 3rd sprayings). All waste material will be gathered and hauled away. This service will provide a weed-free environment throughout the growing season (April through November).

    a. **Frequency of Services:** Contractor will provide the services described above according to the following schedule:

        i. Herbicide application for weed abatement will be

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performed initially in April and then two subsequent sprayings as needed.

ii. Physical removal of dead weeds will be performed 1-2 weeks after 2nd and 3rd sprayings to allow time for the herbicide to penetrate the roots.

iii. All sidewalks will be maintained weed free throughout the growing season (April -October).

b. **Materials:** While providing the services listed above, Contractor will provide and utilize the following materials: backpack sprayer and non- residual herbicide for weed abatement, line trimmers, pruner, lopper, brooms, shovels, and waste cans.

2. A qualified Pest Control Operator shall make any necessary herbicide applications. The Contractor shall submit a monthly record to the County Agricultural Commissioner of all insecticides, and herbicides used on this project. A copy of this submitted report will be sent to the City representative at the Public Services Department.

I. PESTICIDE APPLICATIONS

1. Contractor shall apply pesticides if required by the City to control pests and infestations, including but not limited to: insects, mites, snails and other invertebrates; etc. and large area weed control. Areas of infestation shall be treated immediately when authorized by the City unless a special time requirement is State mandated for legal application of restricted materials or other legal time delays as required by law. Contractor shall apply pesticides in such a manner to provide a healthy environment for plants and the public in order to maintain a pest-free condition.

2. Pesticide operations, where required, shall be performed by a State of California Licensed Qualified Applicator. Only qualified applicators may apply or supervise the application of pesticides pursuant to Division 6, Chapter 4 of the Food and Agriculture Code. This pertains to any and all pesticides used in the City. The application of restricted materials shall comply with the following:

a. Contractor or his legally authorized subcontractor must complete an Application Restricted Materials Permit for possession and use with the Agricultural Commissioner's

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Office of the County of Los Angeles.

b. Photocopies of all chemical application - Restricted Materials Permits and Written Recommendations shall be furnished to City prior to use of restricted materials or application of any pesticide on City property.

c. No Restricted Use Materials shall be stored on City property.

d. Application shall not be conducted when there is a possibility of physical drift: (1) onto persons, pets, or plants (which are not intended to be treated) within the area of treatment; or (2) onto adjacent property or the public way.

e. No spraying when the public is near.

f. Treated areas shall be posted as “not to be entered” until spray has dried.

g. A 48-hour notice of intent to use pesticides shall be provided to City.

h. No spraying when wind exceeds 5 miles per hour.

i. Contractor shall comply with the State of California guidelines and legal requirements for handling and application of all chemicals.

j. A hard copy of a Material Safety Data Sheet must be furnished to City for each pesticide used along with a copy of the label of the chemical being used. This shall be on an approved form (U.S. Department of Labor Form OSHA-20).

k. Contractor will provide the City of West Covina written recommendation by an Agricultural Pest Control Adviser registered to work in Los Angeles County, prior to making any pesticide applications at the beginning of each year that the contract is in effect.

J. GREEN WASTE

Contractor shall be responsible for the recycling of “**all**” landscape green waste including but not limited to grass clippings, leaves, brush and wood. Contractor is required to transport green waste to a facility where green waste materials are composted for future use. Contractor may transport wood to a facility where firewood is produced. Contractor shall furnish City with a weight receipt or receipt acceptable to the City during the first

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week of each month for the previous month's waste. This receipt shall contain the name of the facility receiving the green waste and a description of green waste recycled for the preceding month. City reserves the right to request that the Contractor change to a different recycling facility at any time during this contract agreement.

K. SPECIAL MAINTENANCE

1. Hardscape Maintenance in the Medians

   a. All median areas with gravel, rock, pressed cobble stone, asphalt, etc., shall be cleaned with a mechanical device or blower, "one (1) time per month" of weeds, trash, sand and other debris (this includes all curb and gutter noses around each median section). Contractor shall clean also with all hardscape medians, all adjacent sidewalks, Right of ways and other areas on each side of the roadway, "one (1) time per month", when this area is not maintained by an adjacent property owner.

   b. Maintain hardscape median areas in a weed-free condition. A weed is defined as an undesirable plant, which will be determined by the City Representative.

   c. This includes removal of all rubbish, trash, litter and debris left by others within the boundaries of this contract.

   d. Contractor shall document the scheduling / completion of these events and timeline of completion and return to the City routinely. This documentation should be available at the weekly scheduled meeting.

2. Landscape Maintenance in the Medians

   a. All landscaped and planted medians shall be cleaned free of weeds one time in every month. Included are weeds growing in the cracks of curbs and cracks between the street and curbing.

   b. All landscaped and planted medians shall be cleaned free of trash, rubbish, litter, and other debris "one (1) time per month".

   c. Within all median areas, Contractor shall clean all adjacent sidewalks, Right of ways, and other areas on each side of the roadway "one (1) time per month", when not maintained by adjacent property owners.

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d. This includes removal of all rubbish, trash, litter, and debris left by others within the boundaries of this contract.

e. Contractor shall document the scheduling / completion of these events and timeline of completion and return to the City routinely. This documentation should be available at the weekly scheduled meeting.

f. All operations will be conducted to provide maximum safety for the public.

g. Maintaining Traffic:

    i. Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," "Portable Delineators" and 7- 1.095, "Flagging Costs," of the State Specifications and these Special Provisions.

    ii. Convenient access to driveways and buildings along the line of work shall be constantly maintained. Driveways shall be closed in such a manner that adequate ingress and egress in the opinion of the City Engineer is maintained at all times.

    iii. All costs involved in complying with the requirements of this section shall be absorbed in various items of work; therefore, no separate payment shall be made.

    iv. Clear visibility shall be provided of all traffic control signs so that all approaching drivers are able to view signs from a distance of one hundred feet (prior to reaching signs)

h. Contractor will keep sidewalks free of slime where constant runoff occurs.

i. Leaves, paper, weeds, and any other debris will be removed from landscaped areas and disposed of offsite and not be placed in any City location.

j. Contractor will clean sidewalks, roadways and any other areas littered or soiled by his maintenance operations at the end of each workday. The Contractor shall pay the cost and be responsible for providing replacement materials and labor necessary for repairs following vandalism, including but not limited to irrigation components, landscaping and turfgrass.

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k. Contractor is required, as part of this Agreement, to furnish all materials to accomplish maintenance in accordance with the foregoing specifications.

3. Commercial Zones check formatting from here down

a. General Services

i. Commercial zones include, but are not limited to Glendora Shopping Center, City Maintenance Yard (including Chamber of Commerce, Fire Station #1, Maintenance Administrative Office, warehouse, service garage and all Maintenance yard property.) All Auto Dealers on the Freeway areas, marked Apartment areas on the Freeway Fire Station 2, 3, 4, & 5, Sunset Parkway Mall Parkway strip, Restaurant Row, West Covina Parkway and Parkette area from Sunset Ave. to Glendora Avenue. All Commercial Zones will be serviced a minimum of one to three (1 to 3) times per week, or at the level of service specified in this Contract or as requested by the City.

ii. Turf areas will be mowed and edged on a once-a-week basis with all turfgrass maintenance operations scheduled to be completed on the same day of each week. Mowing, edging, string trimming will be completed on the same day for all areas to be maintained on that day. Scheduled will be (52) fifty-two complete mowings per year, one completed mowing scheduled each week. Mechanically trim around irrigation heads on the same frequency as the mowing schedule. Mechanically trim with string trimmers any areas missed by lawn mowers.

iii. Maintain landscape areas in a weed-free condition. A weed is defined as an undesirable plant, which will be determined by the City Representative.

iv. Chemical control of broadleaf weeds shall be initiated on an as-needed basis to maintain a “weed-free” turf condition.

v. Landscaped areas will be treated for Nutshedge, Bermudagrass, Morning Glory or any other invasive type weeds immediately with the appropriate herbicide when

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found in any planter, ground cover, shrub bed or irrigated landscaped area at no additional cost to the City.

vi. A broad-spectrum pre-emergent weed control applied to shrub beds and ground cover beds twice yearly.

vii. All weeds growing on sidewalks, streets, or curb and gutter areas adjacent to these areas must be controlled with contact herbicides monthly.

viii. Trim and edge all landscape areas and parking lot planters as necessary to restrict growth from encroaching on sidewalks or other adjacent areas.

ix. Contractor shall clean, remove trash, weeds and any other debris from landscaped and hardscaped areas in these commercial zones one time per week on the same day as other scheduled maintenance occurs.

x. All other maintenance requirements shall be performed as outlined in this landscape specifications for all these Commercial Zones.

b. Glendora Shopping Center: (located along Glendora Avenue between South Garvey and Walnut Creek Parkway). Three (3) times weekly. Back alley cleaned of all rubbish, trash, litters, and debris; and weed abated four (4) times a year.

i. Parking lot areas, parking lot bumper blocks and sidewalks - Three times per week on Monday/Wednesday/Friday the Contractor shall provide sweeping with a vacuum-type sweeper / blower and broom and shovel, as needed to pick up all dirt and debris. All debris collected will be removed from the site and disposed of at the Contractor's expense. City Representative or his representative will be sole judge as to the adequacy of equipment and procedures used.

ii. Complete policing (litter pick-up) of all parking lots, side alley's, sidewalks and landscape areas will be performed three (3) times per week on Monday, Wednesday and Friday before 9:00 am. Litter pick-up will include the parking areas along Glendora Avenue out to and including the concrete gutter flow ribbons including street parking stalls north past New Beginning Fellowship Church up to the freeway wall on South

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Garvey. This applies on the west and east side of Glendora Avenue. All trash can receptacles in front of business frontage shall be emptied three times weekly before 9:00 a.m. on Monday, Wednesday and Friday. All trash collected will be removed from the site and disposed of at the Contractor's expense.

iii. Contractor shall provide plastic liners for all trashcans in this business area removing and replacing each one on trash clean up days, three times per week.

iv. Weed control shall be initiated as necessary to maintain a weed-free condition. Weeds growing in cracks on sidewalks, streets, or gutters adjacent to areas covered in this contract must be controlled with contact herbicides.

v. All landscape planters (raised and in-ground) as well as tree wells shall be maintained weed-free. No individual weed (including grasses) shall remain more than two weeks. No weed may remain that has grown more than six (6) inches tall maximum.

vi. All landscape planters will be maintained neatly edged. Dead, diseased and unsightly branches, vines or other growth shall be removed as they develop.

vii. Pruning and/or shearing shall be done as needed to maintain an attractive uniform appearance.

viii. Included in this contract area is the area on Glendora Avenue north of Dalewood Street, on both the west and east side. This area includes sidewalks, public parking, two inground planters and tub planters all with automatic irrigation. It does not include the private landscaped areas maintained by the businesses at this location.

c. City Maintenance Yard

i. Razor wire around perimeter / interior fencing will be maintained clear of all plant material at all times. At no time will plant material be allowed to grow over or partially cover the razor wire.

ii. Perimeter Oleander screen planting will be cut back as

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necessary both inside and outside the fence to maintain clearance for material storage and maintaining landscaping inside City property fence line. Tree suckers will be removed from perimeter Oleander planting as needed.

iii. All other maintenance requirements as outlined in this landscape specification will apply for the City Maintenance Yard.

d. West Covina Parkway and Parkette

i. Contractor shall provide plastic liners for all trashcans in these areas. It requires three (3) total removing and replacing on each day, three times per week. This includes Bus Stop Area near Sunset Avenue. Turf and planter areas will all have trash collected three times per week and will be removed from the site and disposed of at the Contractor's expense. Monday, Wednesday, Friday.

ii. All other maintenance requirements as outlined in this landscape specification will apply for the West Covina Parkway and Parkette.

iii. All other maintenance requirements as outlined in this landscape specification will apply for the Glendora Shopping Center.

e. South Garvey Avenue, West, behind the Civic both sides of the street will be cleaned of trash once weekly on Monday.

L. PROVISIONS FOR EXTRAS

1. The contractor is not authorized to initiate new work of any kind to be considered an extra unless the City approves a separate estimate before the work is commenced.

2. The contractor shall not have the exclusive right to perform extra work. The City Representative or his authorized representative is authorized to approve the use of any developer, contractor or City employee to add or delete new hardscape or landscape to (but not limited to) Citywide medians and freeway Right of ways and commercial areas.

3. After completion and approval by the City, extra work may be made part of the contract for the duration of the agreement and shall be maintained according to City Specifications.

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4. Extra work may be required where one of three conditions may occur which include: a verbal request by the City to add new landscaping or to delete or modify existing landscape and irrigation; a request by the City to perform work as a result of Acts of God or traffic accidents; or extra work be performed by the Contractor without approval of the City only when a condition exists where it appears there is a danger of injury to persons or damage to property.

M. WORK REQUESTS

1. Individual routine Work Order Service Request shall be completed within 14 calendar days of verbal or written notification from the Public Service Department
2. Individual Work Order Service Request marked SPECIAL REQUEST shall be completed within 72-hours or of verbal or written notification City Maintenance Yard.
3. Individual Work Order Service Request marked URGENT shall be completed within 24-hours or of verbal or written notification from the Public Service Department.
4. Public parking lot surfaces and sidewalks - once weekly on Friday, the Contractor shall provide sweeping with a vacuum-type sweeper, broom and shovel as needed to pick up all dirt and debris. Blowers will not be acceptable for use while autos are in the parking lot. Outside patios will be cleaned weekly from the Public Service Department – Maintenance Division.

N. TRAFFIC, BARRIERS, SIGNS, AND SAFETY

1. Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," "Portable Delineators" and 7-1.095, "Flagging Costs," of the State Specifications and these Provisions.
2. The first sentence of Section 12-2.02, "Flagging Costs," of the State Specifications is amended to read: "The cost of furnishing all flagmen to provide for passage of public traffic through or adjacent to the work under the provisions in Section 7-1.08, "Public Convenience" and 7-1.09, "Public Safety," will be borne by the Contractor."

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3. Contractor shall comply with the requirements for Traffic Control as outlined in the latest edition of "Work Area Traffic Control Handbook", published by Building News, Inc., with modifications as permitted and/or requested by the City Representative. The use of "Work Area Traffic Control Handbook", published by Building News, Inc." does not relieve the Contractor of responsibility for public safety in that he may surpass these standards or request modifications as necessary.

4. A minimum of one (1) (paved) traffic lane in each direction not less than 12 feet wide shall be kept open for use by the public on all collector and secondary streets. The Contractor shall secure in place all barricades and delineators that are to remain in place for more than five (5) working days. Class I barricades shall be ten (10) feet or more in width.

5. Convenient access to driveways and buildings along the line of work shall be constantly maintained. Driveways shall be closed in such a manner that adequate ingress and egress in the opinion of the City Representative is maintained at all times.

6. Contractor may post temporary "No Parking" signs at the work site.

7. All operations will be conducted to provide maximum safety for the public. Where contract work may create potential or known hazards on streets or roads and to persons traversing them, Contractor shall obtain (at his own expense) signs, lights, barricades, or other safety devices necessary to prevent accidents, injuries, or damages, consistent with the City, County and State Standards.

8. All costs involved in complying with the requirements of this section shall be absorbed in various items of work and no separate payment shall be made therefor.

O. CLEANING

1. Contractor shall maintain the contract area clean of debris at all times. Upon completion of any work, Contractor shall remove remaining excess materials, waste, rubbish, debris and his construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Contractor shall also clean any other areas, including roadways, which are littered or soiled as a result of his operations.

2. Contractor shall keep all gutters, curbs, and walks adjacent to

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contract areas free of weeds, trash and other debris. All sidewalks adjacent to landscape areas shall be hand or mechanically swept once weekly. Contractor will keep sidewalks free of slime where constant runoff occurs.

3. Leaves, paper, weeds, and any other debris will be picked from landscaped areas, slopes and hardscape areas in the paseos, and will be removed from the site. This shall be accomplished weekly, with additional days if needed at the request of the City. All sidewalks and curb and gutters adjacent to landscaped areas will be cleaned of debris, including all limbs and vines shall be cut back along walls and overhead trees to 9 feet in height. Crews shall perform this task on the first full week and the third full week of each month. This work shall not interfere with the normal landscape maintenance work scheduled for the week within the maintenance district.

4. Contractor shall police all maintenance areas of this contract weekly, or as often as needed to remove rubbish, trash, litter, debris (organic or non- organic), and broken or dead plant material lying on the ground. This includes all rubbish, trash, litter and debris left by others within the boundaries of this contract.

P. PROTECTION OF EXISTING FACILITIES

Protect all irrigation, facilities, hardscape, landscape, and utilities. Any damage by Contractor (including, but not limited to irrigation heads and pipe) shall be replaced by Contractor immediately. Replacement materials and work are subject to approval by City. Protect all landscaped areas. Ruts and other damage caused by vehicles, equipment, or other causes shall be eliminated and areas replanted per requirements of City.

Q. REPLACEMENT, VANDALISM

1. The Contractor will report without delay any damage to City equipment or property and shall be held responsible for the replacement of any damage caused by his act hereunder. Watering, spraying, and other maintenance shall not be done at a time when they might damage parked cars or at times when activities in the project area might be inconvenienced or disrupted.

2. The Contractor shall be responsible for the replacement of all

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materials, including shrubs, ground cover, mulch, pebble bark, irrigation, and similar materials which are necessary due to his acts or due to vandalism. The full cost of such replacement, including the cost of labor, shall be borne by the Contractor, except as provided in subsection "3" below.

3. Replacement of materials damaged by City forces, or as a result of construction being performed by another contractor working on a separate City project. The City may authorize replacement by the Contractor and if authorized, the City will pay the Contractor for the cost of the replacement, including the cost of labor.

R. DEFICIENCIES

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

The City Representative, or his authorized representative, shall identify deficiencies and shall provide written notice to the Contractor to correct the deficiency. Contractor shall have three (3) days from the date the notice is provided to request a meeting with the City Representative. Said meeting shall be held within three (3) days of such request at the time and place selected by the City Representative. If, at the conclusion of that meeting, the City Representative determines that the Contractor is deficient in the performance of the contract, the Contractor shall have three (3) days from the conclusion of the meeting to correct the deficiencies. The City Representative may specify a longer period for the correction of deficiencies.

S. MISCELLANEOUS

1. Contractor **will not** remove any political signs during election periods, until requested by the City Representative.

2. The City may request that fences be repaired. The City will pay the **wholesale cost of fence materials plus 20%**. The contractor shall pay the expenses of labor and make the necessary repairs as requested by the City.

3. Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism.

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4. Contractor will report to City any malfunction or damage of the lighting system in any City of West Covina maintenance area.

5. The contractor shall give notification of all “specialty type” maintenance operations to the City 48 hours prior to each of these operations. "Specialty type" maintenance operations are defined as fertilization, dethatching, seeding, preventive applications of turf fungicide, all pesticide applications and other types of plant replacements.

6. Should the Contractor fail to respond as specified by contract, the Contractor will be liable for any loss sustained by the City to correct said emergency.

7. Contractor is required as part of this Agreement to furnish all materials to accomplish maintenance in accordance with the foregoing specifications.

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ATTACHMENT F

CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT J, SECTION 5, INSURANCE)

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CERTIFICATE OF INSURANCE

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ATTACHMENT G

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ATTACHMENT G

DIR NUMBER REQUST AND CERTIFICATION FORM

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DIR Number Request and Certification Form

All proposers are required to provide a valid Department of Industrial Relations (DIR) Public Works Contractor Registration Number. Proposers must also complete the certification section below to confirm the accuracy of the information provided.

1. Proposer Information

Legal Business Name: _____

DBA (if any): _____

Business Address: _____

Phone Number: _____

Email Address: _____

Contractor License Number: _____

2. DIR Registration Information

DIR Public Works Contractor Registration Number: _____

Registration Expiration Date: _____

3. Certification

I hereby certify under penalty of perjury that the foregoing information is true and correct. I further certify that our firm is registered with the California Department of Industrial Relations as a public works contractor pursuant to Labor Code Section 1725.5.

Authorized Representative Name:

_____

Title: _____

Signature: _____

Date: _____

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ATTACHMENT I

STATEMENT OF COMPLIANCE

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STATEMENT OF COMPLIANCE

The undersigned declares that the Proposal submitted to provide tree trimming and tree maintenance services, as described in, and in response to City of West Covina RFP No. _____, was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. **At least one box for each item must be checked.**

RFP Instructions and Terms & Conditions:	☐ No Exceptions Taken	☐ Exceptions Taken
Scope of Services:	☐ No Exceptions Taken	☐ Exceptions Taken
Draft Agreement:	☐ No Exceptions Taken	☐ Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested re-wording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line-item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

_____ _____

Signature Date

_____ _____

Printed Name and Title Name of Proposer

[Attach a separate sheet(s) detailing each exception being taken, if applicable]

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ATTACHMENT J

SAMPLE AGREEMEMT

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Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

CITY OF WEST COVINA
MAINTENANCE SERVICES AGREEMENT
WITH
_____
FOR

THIS MAINTENANCE SERVICES AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____, a [the state where incorporation/organization occurred] [type of organization (corporation, limited liability company, limited partnership, etc.)] ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to _____, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage

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rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be conducted by the City

SAMPLE DRAFT

Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

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Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's total compensation shall not exceed _____ Dollars ($ _____.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The services shall be performed in strict compliance with the project schedule agreed to by City and Contractor, which may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. [**Optional language if extensions permitted:** Thereafter, this Agreement may be extended for a maximum of [spell out number (#)] successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.**]**

4.2. Notice of Termination. The City reserves and has the right and privilege of

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canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Contractor. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Contractor, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Contractor, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

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5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000) per occurrence, Four Million Dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(a) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars ($1,000,000) combined single limit for each accident.

(b) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Contractor certifies as follows:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.

If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAMPLE DRAFT

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:	IF TO CITY:
_____	City of West Covina
_____	1444 West Garvey Ave. South
_____	West Covina, CA 91790
Tel: _____	Tel: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Attn: _____	Attn: _____

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of

SAMPLE DRAFT

any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due

SAMPLE DRAFT

to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq*.) and Government Code Sections 1090-1092. Contractor covenants that none of Contractor's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be used by Contractor as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any

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services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.14. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not

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affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.25. Taxpayer Identification Number. Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
[Name]
[Mayor or City Manager]

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

SAMPLE
DRAFT

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Lisa Handy
Interim Human Resources and Risk
Management Director

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ATTACHMENT NO. 2

Arterials in West Covina, California

North–South Streets

- Azusa Avenue (SR-39)
- Barranca Street
- Citrus Avenue
- Glendora Avenue
- Grand Avenue
- Hollenbeck Avenue
- Lark Ellen Avenue
- Orange Avenue
- Sunset Avenue
- Vincent Avenue
- Valinda Avenue
- Vincent Avenue

East–West Streets

- Amar Road
- Badillo Street
- Cameron Avenue
- Cortez Street
- Doublegrove Street
- Francisquito Avenue
- Garvey Avenue North
- Garvey Avenue South
- Puente Avenue
- Rowland Avenue
- Vine Avenue
- Walnut Creek Parkway
- Workman Avenue

ATTACHMENT NO. 3



AGENDA ITEM NO. 10

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 16, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **FISCAL YEAR 2025-26 CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE**

RECOMMENDATION:

It is recommended that the City Council receive and file the Fiscal Year 2025-26 Capital Improvement Program (CIP) project status update.

BACKGROUND:

A Capital Improvement Program (CIP) is a plan, usually four to ten years, which identifies capital projects and equipment purchases, provides a planning schedule and identifies options for financing the plan. The plan provides a link to the annual budget. State planning law requires that the City Planning Commission review the CIP to ensure that it is consistent with the General Plan.

Project delivery is the key. As part of the process, the majority of the CIP projects that are fully funded are required to go through complex and often lengthy steps leading into their implementation and construction phase. The steps include: project planning, scope of improvements, preliminary cost estimating, design phase, which often requires issuing a Request for Proposals (RFPs) for design consultant selection, preparation of bid documents which consist of construction plans, specifications and cost estimates, authorization to bid, bidding, bid evaluation, recommendation for award of construction contract, and finally construction.

DISCUSSION:

The purpose of this report is to provide an update on the Capital Improvement Projects for the City including work completed in 2025 as well as projects underway as a part of the FY25/26 Capital Improvement Program (CIP).

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report.

Prepared by: Robert Ortega, CIP Project Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

Attachments

Attachment No.1 - CIP FY2025-26 Update

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
A Creative and Active Community
A Well-Planned Community
Enhance City Image and Effectiveness
An Accessible Community

CITY COUNCIL MEETING
DECEMBER 16, 2025

FY2025-26 CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

Engineering Division

CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

- CIP Overview
- 2025 Projects Completed
- Projects Underway
- Upcoming Projects

CAPITAL IMPROVEMENT PROGRAM OVERVIEW

Capital Improvement Program (CIP)

- Identifies capital projects and equipment purchases.
- Is used for planning and scheduling construction and purchases.
- Identifies options for funding and financing projects.
- Is based on the City Council adopted annual budget.

CIP Phases

- Planning/Environmental Review
- Design
- Purchasing/Procurement
- Construction

PROJECTS COMPLETED IN 2025



Southside Sewer CIPP Lining – February 2025



Senior Center Roof Replacement & HVAC W/UV Covid Treatment System – April 2025



2024 Annual Concrete SW and Curb-Gutter Repair Program – April 2025



ADA Transition Plan – July 2025



SCE Metal Streetlight Replacement – August 2025

PROJECTS COMPLETED IN 2025 - CONTINUED



Fy23-24 Residential Street Rehabilitation Project – August 2025



BKK Detention Basin Remediation – October 2025



Fire Station 2 & 4 Flooring Replacement – October 2025



Citywide Pedestrian & Vehicle Traffic Safety Improvements – October 2025



Palmview Park Roof Replacement – October 2025

Projects Underway

Friendship Park Improvements

- Currently in design for improvements to the park including
  - Restroom improvements
  - Basketball court lighting improvements
  - ADA improvements throughout the park
- Design near completion
- Construction anticipated summer 2026

HSIP Cycle 10 – Citywide Traffic Signal Improvements

- Currently in construction at 10 intersection.
- Includes implementation of left turn phasing and various other improvements
- Grant funded as part of $3.8 million grant
- Anticipated completion in early 2026

SCE Underground District No. 8 – Merced Ave

- SCE led project to underground above ground utilities along Merced Ave between Orange Ave and Sunset Ave
- Anticipated completion in early 2026

Projects Underway

Southside Sewer Replacement (Phase 2)

- Phase 2 to completed sewer rehabilitation completed in 2025
- Increasing capacity of sewer lines in the shadow oak area
- Construction anticipated to start in spring 2026

Fire Station 1 Replacement Design

- Currently in design
- Design on hold pending completion of financial analysis of project
- Design being completed for replacement of Fire Station 1 to the northeast corner of the Civic Center Campus
- Designs anticipated to be completed in 2026

Cortez Park Pathway lighting

- Currently in construction with long lead time materials ordered.
- Improving lighting along Cortez Park pathways and northern parking lot.
- Installing additional lighting around park with solar powered lights.
- Anticipated to begin construction in early 2026

Projects Underway

Azusa Sewer Lift Station Fence

- Fencing materials ordered and received
- Installing fencing around recently completed lift station improvements for security
- Anticipated to be completed in 2025

Street Sweeping Signage Installation Phase 1

- Currently in construction throughout City
- Work substantially completed and will be fully completed in 2025
- Phase 2 to take place to update signage to reflect alternating side street sweeping

City Hall ADA Improvements Design

- Currently in design phase
- Proposing improvements to meet ADA standards for the City Council Chamber, City Hall Elevators, and 2nd & 3rd floor restrooms in City Hall
- Design anticipated to be completed in early 2026 and begin phased construction in 2026

Projects Underway

Citrus at Cameron Signal Design

- Currently in design
- Design will implement a 4-way traffic signal at the intersection of Citrus and Cameron including left turn phasing and a rest on red
- Construction pending identification of funding

ATP Cycle 6 – Safe Routes to School

- Currently in design
- Traffic improvements at schools throughout the City
- Part of a $2.6 million grant secured by the City
- Construction pending completion of design and approval from Caltrans. Anticipated in late 2026.

Azusa Corridor Signal Synchronization

- Currently in design phase
- Proposing improvements to meet ADA standards and provide signal synchronization for improved traffic mobility along the Azusa Ave corridor
- Part of a $7 million grant secured by the City
- Design anticipated to be completed in summer 2026 with Caltrans approval to go to bid in September 2026

Projects Underway

Annual Concrete Sidewalk and Curb-Gutter Repair FY 25-26

- Currently in bidding phase
- Improvements to concrete sidewalk, curb-gutter, and driveways throughout the City
- Includes resident requested repairs and ADA improvements
- Anticipated to begin construction in early 2026

Hillside Mitigation & Fire Prevention Project

- Currently in design phase
- Implementation of fire mitigation in and around Galster Park
- Anticipated to start construction in early 2026

FY24-25 Street Rehabilitation

- Currently in bidding phase
- Improvements to pavement in zone 12 as identified by the City Pavement Management Plan (PMP)
- Includes CDBG funding to complete improvements in Zone 1 of PMP

UPCOMING CIP PROJECTS

- Del Norte Park Improvements
- Citywide Pedestrian & Vehicle Traffic Safety Improvements FY25-26
- Trash Capture Device Installation
- Orangewood Park Improvements
- FY25-26 Street Rehabilitation
- Sewer Master Plan Update
- Street Underpass Pump Replacement
- Sportsplex Pour & Play Replacement
- West Covina Parkway Median Improvements
- Street Sweeping Sign Installation Phase 2
- Cameron Avenue Complete Streets Improvements ($1 million federally funded)
- HSIP Cycle 12 Traffic Signal improvements ($4.7 million grant funded)
- Measure M MSP Cycle 3 Bus Shelter & traffic improvements ($1.7 million grant funded)

Thank you
&
Questions

AGENDA ITEM NO. 11

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 16, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **REVIEW OF STANDING RULES AND RULES OF DECORUM**

RECOMMENDATION:

It is recommended that the City Council provide direction.

BACKGROUND:

The West Covina Municipal Code establishes the procedures for City Council meetings and the rules of debate, identifying Robert's Rules of Order as the parliamentary authority governing City Council conduct. On March 4, 2025, the City Council adopted Ordinance No. 2528, which amended provisions of the Municipal Code relating to public participation and decorum at City Council meetings.

In addition to the Municipal Code, the City maintains Standing Rules, adopted on February 1, 2000, which outline council values and provide guidance on communication with staff, the role of the Mayor, the use of City letterhead, and interactions among Council Members and with the public during meetings.

At the City Council meeting of December 2, 2025, Mayor Letty Lopez-Viado requested that a Code of Conduct be developed to promote orderly, efficient, and respectful interactions among City Council Members during Council meetings. The Mayor has requested an opportunity for the City Council to review the existing rules and guidelines and consider any modifications or updates.

DISCUSSION:

Periodically reviewing established practices, such as the City Council's Standing Rules and Rules of Decorum, is considered a best practice for maintaining transparency, accountability, and effective governance. At this time, staff is seeking formal direction from the City Council on whether any updates or clarifications are needed to improve meeting procedures, enhance public participation, or address emerging issues. Provided for review are:

Attachment No. 1: Standing Rules adopted by the City Council on February 1, 2000
Attachment No. 2: City of West Covina Municipal Code Division 2 of Article II of Chapter 2; Sections 2-50 and 2-51

In preparation for this discussion, staff has identified several areas of interest that have been raised by various City Council Members during recent meetings:

- Office hours
- Use of copy machines
- Posting of Flyers of non-City events at City facilities
- Use of the Mayor’s Office
- Access to City facilities
- Representation on social media
- Clarification of past practices
- Procedures for removing City Council Members from the dais during City Council meetings

Staff seeks the Council’s input on whether these topics, or any others identified by the City Council, warrant updates to the Standing Rules, Rules of Decorum, or related administrative policies.

LEGAL REVIEW:

The City Attorney's Office did not review this staff report.

OPTIONS:

Staff is seeking direction from the City Council.

Prepared by: Roxanne E. Lerma, Assistant City Manager

Attachments

Attachment No. 1 - Standing Rules

Attachment No. 2-City of West Covina Municipal Code Division 2 of Article II of Chapter 2;Sections 2-50 and 2-51

CITY COUNCIL GOALS & OBJECTIVES:

Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
A Well-Planned Community
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness
An Accessible Community

City of West Covina Standing Rules

1. General

a. To take courageous action when necessary, to keep West Covina on the growing edge of well run, well managed innovative cities.

b. Council provides leadership and participates in regional, State and national programs and meetings.

c. Council looks to Commissions and Committees for independent advice and some legislative actions.

d. Other community leaders are included in the City government system.

e. There is extensive citizen participation and work on City programs.

f. We stress training for staff, Council and Commission members.

g. Council Members will inform the City Manager's secretary when they will be out of town and it will be placed on the Council calendar.

h. Council Members receive the same information when possible: citizen complaints, letters, background, etc.

i. Council Members will return unwanted reports and documents to staff for distribution to the public and/or recycling.

j. At 11:00 p.m., the City Council will determine which of the remaining agenda items can be considered and acted upon prior to 12:00 midnight and will continue all other items on which additional time is required until a future City Council meeting. All meetings are scheduled to terminate at 12:00 midnight.

2. Council Values

a. The Council and City Manager are a participatory team.

b. The Mayor and City Council are peers and have equal status and the City Manager shall equally respond to their needs.

c. High energy and achievement oriented.

d. Council Members shall accord the utmost courtesy to each other, to City Employees and to the public appearing before the Council, and shall refrain at all times from rude and derogatory remarks, reflections as to

integrity, abusive comments, and statement as to motives and personalities.

e. There are no phonies.

f. There is humor.

g. Traditions are respected, but not binding.

3. Council Interaction and Communication

a. Council Members have the responsibility to report to Council on the work progress of ad hoc committees and/or other regional, State and national board/agency/group activities in which they are involved.

b. It is the individual's responsibility to initiate resolution of problems as soon as possible.

c. Relationships are informal, but not in public. Be aware of the impact on, and perception of, the public.

d. Council Members will be flexible in covering for each other.

e. Council ad hoc committees:

i. belong to the council as a whole; they are not territorial.
ii. are temporary and must conform to the Brown Act. They work at the direction of the Council and they report to the Council.
iii. members are responsible for keeping the rest of the Council informed, and council members are responsible for advising sub-committees if they desire more information or would like to give input.
iv. before moving in new directions, committee members will seek new directions from the rest of the Council.

4. Council Interaction and Communication with Staff

a. Council Members should always feel free to go to the City Manager.

b. When a Council Member is unhappy with a department he/she should always talk it over with the City Manager and/or the Assistant City Manager, not the Department Head.

c. The City Manager advises the Council of any serious violations of this norm.

d. Council Members shall work through the City Manager on requests for secretarial services or assistance that involve large projects or mailings.

e. Council Members shall not meet with department staff or make requests of them without the prior approval of the Department Head or the City Manager.

f. Requests by Council Members for reports, studies or investigations that are not readily available must be placed on the City Council agenda as items of business and must be approved by a majority of the City Council.

g. At no time shall Council Members engage in conduct that substantially and unreasonably interferes with the ability of any other Council Member, member of any appointed board or commission or any City employee to perform his or her official duties or that creates an objectively intimidating or hostile work environment.

h. At all times Council Members shall conduct themselves so as to ensure that their image and appearance befit the occasion and reflect their position within the community.

i. Council will be informed by staff when an unusual event occurs with which the public would be concerned; e.g., anyone wounded by gunfire, area cordoned off by police or fire, etc.

j. If a procedure for addressing a certain situation or issue is unclear, the City Manager will refer the matter to the Council leadership (the Mayor and Mayor Pro Tern). If unable to resolve the matter, the Mayor and Mayor Pro Tern may refer resolution of the situation or issue to the entire City Council for further guidance.

5. Mayor's Role

a. Each Mayor operates somewhat uniquely from past Mayors; the role is defined by the person based on their individual style.

b. It shall be the prerogative of the Mayor, taking into consideration relative length of Council service, individual Council Member preference and equivalency, to assign individual Council Members to various committees.

6. Use of City Letterhead

a. If the Council has taken an official position on an issue another member may not use City letterhead to present an opposing view.

b. Council Member letterhead may be used to present a member's personal viewpoint on an item only, if such correspondence clearly states that the views do not represent that of the Council as a whole.

c. Council Members may use Council member letterhead for:

    i. Opinions identified as that of the Council Member's view

ii. Personal positions regarding legislation before a body of government.
iii. Communication with constituents.

d. Council Members may not use Council Member letterhead for:

i. Personal business.
ii. All City Council positions will be stated over the signature of the Mayor only.

7. Public Meetings

a. The Consent Calendar shall be used judiciously for such matters as routine City business, some types of appeals and items already approved in the adopted budget.

b. The Mayor may survey the audience at any time for the purpose of moving agenda items forward to accommodate those in attendance and who wish to speak.

c. Treat everyone with courtesy - inappropriate behavior includes derogatory, snappy and sarcastic comments directed to a member of the audience.

d. Treat the public equally; refer to individuals by surnames. Familiarity with members of the public may interfere with the process of fairness.

e. If members of the audience become agitated, the Mayor shall call a short recess for the purpose of Council Members going into the audience to talk with individuals.

f. Voting

i. Everyone shall have an opportunity to speak before voting on a motion.
ii. On split votes, each member shares his/her views about the issue and the reasons for his/her vote.
iii. Once a vote is taken, Council Members will abide by the action taken.

g. Everyone shall have an opportunity to speak before voting on a motion.

h. On split votes, each member shares his/her views about the issue and the reasons for his/her vote.

i. Once a vote is taken. Council Members will abide by the action taken.

j. No violation of Executive Session confidentiality will be tolerated; Council Members will not talk to effected/opposing parties or anyone else (press,

etc.) regarding Executive Session items without Council direction ad concurrence.

Adopted by the City Council February 1, 2000.

ATTACHMENT NO. 2

City of West Covina Municipal Code
Division 2 of Article II of Chapter 2
Sections 2-50 Decorum-Required ; and 2-51 Enforcement of Decorum

Sec. 2-50. - Decorum—Required

(a) While the city council is in session, council members shall preserve order and decorum, and a council member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any council member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.

(b) Members of the public shall not willfully disrupt the meeting or act in a manner that actually disrupts, disturbs, impedes, impairs, or renders infeasible the orderly conduct of the meeting. For the purposes of this Code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the presiding officer that the behavior is disrupting the meeting and failure to cease the behavior may result in removal from the meeting:

(1) Addressing the mayor or city council without first being recognized.

(2) Persisting in addressing a subject or subjects, other than that before the mayor and city council.

(3) Repetitiously addressing the same subject.

(4) Failing to relinquish the podium when directed to do so.

(5) From the audience, interrupting or attempting to interrupt, a speaker, the presiding officer, a council member, or a staff member, or shouting or attempting to shout over a speaker, the presiding officer, a council member or a staff member.

(6) From the audience, engaging in disorderly, disruptive, or boisterous conduct, including, but not limited to, handclapping, stomping of feet, whistling, making noise, use of abusive, threatening or profane language or obscene gestures, yelling, obstructing the view of other audience members, or similar conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.

(7) As a speaker, making slanderous or profane remarks or using loud, threatening, or abusive language which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting; interrupting or attempting to interrupt the presiding officer, a council member, or a staff member; shouting over or attempting to shout over the presiding officer, a council member, or a staff member; or engaging in any other disorderly conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Nothing in this section or any rules of the city council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the city or of the acts or omissions of the city council.

8) Engaging in behavior that constitutes use of force or a true threat of force.

(c) It shall be unlawful to violate the provisions of this section. A person violating this section may be removed and barred from further participation at the meeting at which the violation occurs.

(d) If any subsection, sentence, clause, or phrase or word of this section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this section. The city council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-51. - Enforcement of Decorum.

The chief of police or any member or members of the police department or other members of the city staff may be designated by the council to be sergeant-at-arms when, in the opinion of the presiding officer, the services of a sergeant-at-arms is necessary, and the sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum in accordance with section 2-50 at the council meeting, including, but not limited to, removing and barring from further participation at the meeting any person who is willfully disrupting the orderly conduct of the meeting.